

FROM THE TRUE AND ACTUAL ESTATE OF:

ISAIAH STEWARD ROBINSON

Mailed Out On:

October 25TH, 2024

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CLERK OF COURT

U.S. DISTRICT COURT

WESTERN DISTRICT OF MICHIGAN

BY:JMW SCANNED BY: KB/10/28

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF MICHIGAN

399 Federal Building

110 Michigan N.W.

Grand Rapids, Michigan 49503

1:24-cv-1128

Ray Kent

U.S. Magistrate Judge

To the Court and Parties:

Please discover the following records/documents/instruments for filing in this venue:

- 1.) A 21-page "Application to Proceed Without Prepaying Fees or Cost", i.e. Bonded Promissory Note as Fidejussory Security;
- 2.) The 34-page "Writ Application in Admiralty", i.e. request for Preliminary Injunction and Writ Application;
- 3.) Relevant 10-page Security Agreement, i.e. Notice of Claim, dated October 28TH, 2020.

STATEMENT OF Juris Diction

This action presents, in Admiralty, a **COMMON LAW WRIT APPLICATION**; by means of which incantation the Living Man, "Isaiah Steward Robinson" (Sui Juris Beneficiary), passes through the Legal Fiction, "ISAIAH STEWARD ROBINSON" (Ens Legis Applicant); pursuant to the "All Writs Act" [28 U.S.C. § 1651, et. seq.] and "Saving to Suitors Clause" [28 U.S.C. § 1333(1)].

In the instant matter, Your Taxpayer and Ens Legis Debtor intervenes by right -- pursuant to 28 U.S.C. § 959 (et. seq.) and Fed. Rules Civ. Proc. R. 24(a) -- seeking compensation from the liquidated damages provision in an Indemnity Contract of Insurance between the parties, dated October 28th, 2020.

In accordance with the same provisions, of the said contract, to wit: an October 28th, 2020 Security Agreement [28 U.S.C. § 3002 (13)], the Debtor further demands enforcement its covenant with the undersigned Secured Party Creditor; including: the repossession of "property", discharge from commitment, as well as, additional compensation, restitution, and other assessments to be granted for breach(es) of contract and trust; arising and continuing from said Security Agreement, pursuant to 9 U.S.C. § 8 and Fed. Rules Civ. Proc. R 9(a)(b)(g)(h), respectively.

The Court has jurisdiction as provided for by U.S. Const. Art. III,

§ 2; Art. IV, §§ 1, 2, 4; and Art. VI, pursuant to any and all such Congressional intent(s) codified at 31 U.S.C. § 3123(a); 28 U.S.C. § 2072(a)(b); 28 U.S.C. § 1691; 18 U.S.C. § 1961 (et. seq.) and Fed. Rules Civ. Proc. 8 (a), respectively.

Authorities

"In summarizing... the saving to suitors clause it can be said that, subject only to a very limited exception, a claimant with a cause within the admiralty and maritime jurisdiction can proceed in personam against the person allegedly liable to him, and, that he may in all such cases, at his option, elect to proceed outside the admiralty jurisdiction... And the plaintiff, by virtue of his right to elect to proceed within or without the admiralty jurisdiction, possesses the power to invoke either the original or concurrent jurisdiction"... Casey v. Palmer Johnson, Inc., 506 F. Supp. 1364 (E.D. Wis. 1981). "The result of the clause is that a plaintiff who has an in personam claim against his employer (as opposed to an in rem action against the vessel itself) may bring suit in an ordinary civil action, at common law, or in admiralty." Neal v. McGinnis, 716 F. Supp. 997 (E.D. Kentucky 1989).

UNITED STATES DISTRICT COURT
SOUTHERN DIVISION OF THE MICHIGAN STATE
AT THE DISTRICT

ISAIAH STEWARD ROBINSON,

Petitioner;

CITY OF WHITE CLOUD, et. al.;
SPECTRUM HEALTH GERBER MEMORIAL HOSPITAL, et. al.;
STATE OF MICHIGAN, Executive Branch, et. al.;
GRETCHEN WHITMER;
DANA NESSLE;
ISAIAH STEWARD ROBINSON #462832 (Principal);
MICHIGAN DEPARTMENT OF CORRECTIONS, et al.;
HEIDI WASHINGTON, et. al.;
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS, et. al;
ORLEAN HAWKS, et. al.;
OAKS CORRECTIONAL FACILITY, et al.

Offender/Respondent.

COMMERCIAL COMMON LAW WRIT APPLICATION IN ADMIRALTY

UNITED STATES DISTRICT COURT
399 FEDERAL BUILDING
110 MICHIGAN N.W.
GRAND RAPIDS, MICHIGAN 49503-2363

Acting on behalf of:
ISAIAH STEWARD ROBINSON
OAKS CORRECTIONAL FACILITY
1500 Cabarfae Hwy.
Manistee, MI 49660-9200

PROOF OF MAILING

I hereby certify that on _____, in the year 2024, a copy of this original action, was sent by
Expedited Legal Mail, on: _____ to the MICHIGAN DEPARTMENT OF ATTORNEY GENERAL

ALL RIGHTS RESERVED

Secured Party Creditor/Agent

PRELIMINARY INJUNCTION AND WRIT APPLICATION

{Pursuant to 28 U.S.C. § 1651}

With Jury Demand

"For we wrestle not against flesh-and-blood, but against PRINCIPAL(-ITIES), against powers, against the RULERS OF DARKNESS OF THIS WORLD, against SPIRITUAL WICKEDNESS IN HIGH PLACES." [Reference: The Holy Bible, King James Version, The Book of Ephesians, Chapter 6, Verse 12] (Emphasis My Own)



Gretchen Whitmer, Governor of The State of Michigan

and



Dana Nessel, Michigan Attorney General

"STATE OF MICHIGAN", Executive Branch, is the Administrative entity tasked with assuring or else "insuring" that the laws of the STATE OF MICHIGAN/State of Michigan, et. al., are effected and enforced. "STATE OF MICHIGAN", et. al., is a statutory entity doing business under the umbrella of the foreign "UNITED STATES" federal corporation known as Washington, D.C.(i.e. District of Columbia) [Reference to: 28 USC 3002 (15) (A); MCL 440.9307 (8); and UCC 9-307 (H)]

(1) Sui Juris Creditor: "Isaiah Steward Robinson", is a Living Soul made of Flesh, Blood, Bones, and Sinew. The "Real-Party-of-Interest", Isaiah Steward Robinson, was born [March 2, 1983] to the [holy] union of his Father: "Fonzie Lee Robinson" and Mother: "Marilyn Andrea Robinson"; whereby the natural born "person" was procreated to live [Sovereign] in-the-Image-of Nature's God. Isaiah Steward Robinson, herein and hereby, acts on behalf-of-not-in-lieu-of the [straw-man] "United States person": ISAAH STEWARD ROBINSON; i.e. as Primary agent to the Principal Party in Interest, "ISAAH STEWARD ROBINSON".

(2) "STATE" of Michigan "Constitutor": Gretchen E. Whitmer d/b/a GRETCHEN E. WHITMER (P-58112), is the [primary] Michigan "Governor", and therefore, as "CEO" over the Principal "STATE OF MICHIGAN"; Gretchen E. Whitmer d/b/a GRETCHEN E. WHITMER (P-58112) presents as the most [reasonably] suitable "persons" to be named for the [potential] "Respondent", in congruity with the doctrine of "Respondeat Superior".

COMMON LAW NOTICE: "A principal is responsible for the acts of his agent where the acts are done within the scope of the agents authority; the label which parties to an agreement place upon their relationship is not determinative of whether an agency relationship exist; such existence and scope of relationship are questions of fact". [See: Caldwell v. Cleveland-Cliffs Iron Co., 111 Mich. App. 721, 315 N.W.2d 186 (1981)]

(3) Ens Legis Debtor: "ISAAH STEWARD ROBINSON", is a Civilly-Dead corporate construct signifying the entity created [on or about March 2, 1983] by the principal "STATE". The juristic "person" (ISAAH STEWARD ROBINSON) was fashioned without the Fiduciary's knowledge, understanding, consent, or acceptance. The "prisoner" derivative (re: "ISAAH STEWARD ROBINSON, MDOC [cusip] Commercial Tracking Number: 462832) is [indubitably] void of any [true] substance, form, or actuality; being [solely] cognizable under law and in commerce as a transmitting or else transmuting utility. For purposes of this complaint, "the prisoner" is [identifiably] a sub-division of the "UNITED STATES" federal corporation d/b/a "STATE OF MICHIGAN". The "Business Trust"/"Trust Estate" [currently] "maintained" and "administrated" by "MICHIGAN DEPARTMENT OF CORRECTION", with all personality designated: ISAAH STEWARD ROBINSON, MDOC Commercial Tracking Number: 462832; presents [merely] as security and/or interest in property surreptitiously and esoterically shrouded behind the same legal and commercial entity, to-wit, a third-party transferee domiciled in Washington, D.C. (i.e. the District of Columbia). [Reference: 26 USC 7701(30); and MCL 440.1201(2), (p) and (aa)]

JURISDICTIONAL STATEMENT

The following evinces a presentation—instituted in the political and civil capacity—presented by the [primary] Complainant Witness: "Isaiah Steward Robinson" (Living Soul); nevertheless this presentment is made on behalf of your Complainant: "ISAIAH STEWARD ROBINSON" (Corporate Sole), pursuant to [28 U.S.C. 1333] Admiralty jurisdiction, in accordance with the U.S. Constitution, Art. III, Sec. 2.

As a third party intervenor who continues to be [irreparably] injured in the matter; this undersigned Beneficiary—a Secured Party Creditor—has elected to underwrite the case (re: ISAIAH STEWARD ROBINSON - Debtor). In the event that the Debtor has caused injury or damage to this court, another court, or any other party; I am here to underwrite those and all other verified claims against the vessel. Please Feel Free To Release The Vessel.

First, apologizing for any [foregoing] commercial dishonor (committed unintelligently in ignorance); this writer—a flesh and blood Man—subsequently establishes the proclamation, that, I am of sound mind and full age by which to possess, declare, "practice" and "exercise" all the [inherent] political, civil and social rights to any privilege, benefit, security or protection guaranteed to the "United States person". By and through Me, its [sole] Authorized Representative, and, the [paramount] lien-holder who [exclusively] possesses Power-of-Attorney-in-Fact to your Libellant; the Suitor asserts all right, entitlement, benefit and privilege. Particularly, all of which were universally ratified in the letter of "our" [constitutional] Charter Agreement; for acting on behalf of "the people", to wit, a legal and commercial entity; in the form of a "State" created Business Trust, currently presumed to be under the "jurisdiction of organization". {Reference: MCL 440.5102 (1); and MCL 440.9102 (1)}.

COMMON LAW NOTICE: "Constitution, where the people expressly declare how much power they do give; and consequently retain all they do not... is a declaration of particular powers by the people to their representatives for particular purposes. It may be considered as a great power-of-attorney; under which no power can be exercised; but what is expressly given. Did any man ever hear before, that at the end of a power of attorney, it was said the attorney should not exercise more power than was there given him. Is not this the true idea of all Constitutions? They are instruments by which principals—people—confer powers upon servants, agents, presidents, members of Congress, even Judges. These have but a naked authority—one coupled with no interest—one founded on no consideration; one, therefore, which is to be construed strictly. In a dispute between the principal and agent, as to the meaning of the power of attorney; does it lie in the mouth of the agent, to pronounce what is the meaning? Just the opposite. The principal may, at will, revoke the whole power; may he not, then, do the lesser thing, interpret its meaning". {Padelford, Fay & Co. v. Savannah, 14 Ga. 469-470 (1854)}.

The undersigned Beneficiary further entreats that said officials shall be pleased to honor this presentation, by acceptance of the [certified] Promissory Note—in the form of a Security Agreement—as an "Obligation or other security of the United States" (dated October 28, 2020); the same instrument of which a [true and correct] copy is attached hereto, made fully a part hereof, and included herein by reference. Please take notice that the record must constitute a [bona fide] private settlement contract, between, your [debtor-principal] on the [public] side of any germane ledger(s): "ISAIAH STEWARD ROBINSON" (Ers Legis); with, the undersigned [creditor-principal] on the [private] side of any germane ledger(s): "Isaiah Steward Robinson" (Sui Juris); having been finalized, ratified, signed, sealed and witnessed by an officer of the "State" executive branch, to wit: a Notary Public acting at "COUNTY OF MACOMB". Even so, on [June 27, 2022] the instrument was "signed"—therefore "authenticated"—in the office of "Macomb County Clerk and Register of Deeds"; then, recorded—thereby "acknowledged"—at "COUNTY OF NEWAYGO", on [January 24, 2023], in the office of the Clerk for the 27 [JUDICIAL] Circuit Court; wherein the purported bond and obligation of record (i.e. mortgage premise) did originate, as a so-called "JUDGMENT OF SENTENCE COMMITMENT TO DEPARTMENT OF CORRECTIONS," dated January 9, 2017. [Reference: 28 U.S.C. 3002 et. seq.; 18 U.S.C. 9 et. seq.; MCL 440.9501 (1) (a); MCL 440.9502 et. seq.; and, MCL 440.9503 et. seq.].

COMMON LAW NOTICE: "In order to perfect a security interest, a creditor was required to file its financing statement in the state where the debtor corporation was organized under state law..., in the state of Michigan". {See: Swanson v. M & I Marshall (In re Vission, Inc.), 400 B.R. 215 (Bankr. E.D. Wis. 2008)}. "...there was no misrepresentation in the manner... which used the name... it certified to the county clerk for use under the statute". {Moon Bro., Inc. v. Moon, 300 Mich. 160, 1 N.W.2d 492 (1942)}. "Assuming that the statute was nonexistent, the remedy of self-help repossession could still be utilized based on its common law heritage and the private right to contract... privately effectuating a right; which was created in advance by contract between the parties... Decision to repossess was not compelled by the statute; it was made in reliance upon the security agreement, pursuant to the private right to contract". {Hill v. Michigan Nat'l Bank, 58 Mich. App. 436, 228 N.W.2d 410 (1975)}. "If... mortgage debt be secured by the obligation or other evidence of debt of any other person besides the mortgagor, the complainant may make such person a party to the bill, and the court may decree payment of the balance of such debt remaining unsatisfied, after a sale of the mortgaged premises, as well as against such other party as the mortgagor, and may enforce such decree as in other cases." {Winsor v. Ludington, 77 Mich. 219, 43 N.W. 867 (1889)}. "The impossibility of the same person being both plaintiff and defendant in an action at law, often confers jurisdiction in equity to enforce a demand of such nature that the same person would be required to be joined, both as plaintiff and as defendant, in an action at law". {See: Detroit Trust Co. v. Struggles, 283 Mich. 471.; also Leonard v. Childers, 67 Okla. 222 (170 Pac. 247) (quoting from: Haylor v. Grigg-Hanna Lumber & Box Co., 287 Mich. 133, 283 N.W. 3 (1938))}.

* FOR THE RECORD: This writer ("Isaiah Steward Robinson") presents in this matter on-behalf-of-not-in-lieu-of the Represented person ("ISAIAH STEWARD ROBINSON"); by "special" or else "restricted visitation", not general appearance. See: Sovereign v. Sovereign, 354 Mich. 65, 92 N.W.2d, at 588 (1958). As a Living-Soul who is being injured by this action; "Isaiah Steward Robinson" (Sui Juris) hereby furnishes the necessary instrument(s) to resolve any and all dispute over title to the Corporation-Sole: "ISAIAH STEWARD ROBINSON; 462832" (without waiving or subrogating any [Sovereign] benefits, privileges, rights, remedies, or defenses as a Beneficiary-in-Common). The primary purpose of this Bill is to acquire information as to what further performance(s) may be required of the Primary Agent, to achieve full settlement and closure of the account, and, to make all parties whole by complete satisfaction of any [relevant] claims and interests. Circumspectly, this is a matter of considerable "diversity" involving more than one [political] system of a body of people and, various [corporate] systems of rules over which the [principal] "STATE OF MICHIGAN", and its constituencies (along with all "associated" instrumentalities and "partnerships") pretentiously "practice" and "exercise" [conventional] power(s), [de facto] jurisdiction(s), and [practicable] authority(-ies); as a means of acquiring jurisdiction over a "person" or property, to assert or give notice of a legal claim against a "person" or property, or to direct "persons" to take or refrain from an action. In review of [this] complaint; the forum being instituted is entreated to apply, among other applicable [Michigan] Common-Law standards, those opined by Appellate Courts as follow:

Resort to equity is necessary whenever complete and adequate relief requires adjustment of diverse rights among parties, as in adjusting liens, distributing funds and in matters of account. {See: Haylor v. Grigg-Hanna Lumber & Box Co., 287 Mich. 127, 283 N.W. 1 (1938)} Where there are both legal and equitable claims and there is a 'request' for a jury trial, the equitable claim shall be decided by the court sitting as a chancellor in equity and the legal claim shall be decided by a jury trial. {See: Dutka v. Sinai Hospital of Detroit, 143 Mich. App. 170, 371 N.W.2d 901 (1985)}

TO BE CLEAR: In all of the above stated context, it is the established and continual policy of this Life Estate—including all authorized partnerships or associations—to honor any verified claim(s) laid against the [statutory] person; therefore, our "Security Agreement" is offered—as an Indemnity Contract of Insurance—to personally guarantee production of your "United States person", as often as said vessel may be called upon—such as in the "proper" person—to be presented and/or re-presented in any cause.

Since the Deed to essentially One's mind, body, soul, freewill, faculties, labor, self, etc. (i.e. the [Birth] Certificate of Title) represents the foundational basis of all claims wedged [hitherto] between the real and imaginary facets of the Represented Person; such a process as One's mind becoming Divinely liberated from the malevolent clutches of indoctrination has brought on this restoration of consciousness regarding how and why Sovereignty bestowed upon the spiritually-minded is found perpetually un-a-lien-able.

It is here on THIS PLATFORM, were the minds presently meet, that a threshold exist.

This same considerable crossroad signifies One's distinction between the despotically Foreign Order and System of things, necessary to subdue [by means of propagating the ignorance of] those undesirable for achieving any such elevation of cognitive fortitude; and, a timeless Universal Rule of Law enjoyed and venerated by those predestined to attain specified gifts from the Lord of our individual Sovereignty, which grant us superiorities among men of this world.

Extraneous [third-party] "STATE OF MICHIGAN" operatives (including but not limited to Agents within and without the Principal: "MICHIGAN DEPARTMENT OF CORRECTIONS"), who are not "real" and/or "interested" parties, continue to breach the contract established by: We "the People" with government(s), under the [Constitutional] Trust Charter(s); thereby operating conspicuously outside of any governmental capacity which is warrantable under the powers that "STATE" is given to legislate, and/or, power and authority to Constitute as set forth within the Letter of Michigan Constitution of 1963, which stipulate the powers and authority of both elected and appointed officials. By Commercial Maxims of Law "United States" Attorneys posing as "PEOPLE OF THE STATE OF MICHIGAN" cannot answer the Debt Collector Disclosure Statement without committing perjury; thus, have failed to state a claim for which relief may be granted.

PETITIONER'S STATEMENT REGARDING BIBLICAL CAVEATS

"For THE LAW of the Spirit of life in Christ Jesus hath made Me free from THE LAW of sin and death.

For what THE LAW could not do in that it was weak through the flesh, God sending his son in the likeness of sinful flesh, and for sin, condemned sin in the flesh.

That THE RIGHTEOUSNESS OF THE LAW MIGHT BE FULFILLED IN US, who walk not after the flesh, but after the spirit." [Reference: The Holy Bible, King James Version, Book of Romans, Chapter 8, Verses 2 through 4] (added EMPHASIS are My own)

By virtue of DIVINE INSIGHTS, SPIRITUAL GUIDANCE, and HEAVENLY INSTRUCTIONS; One is no longer as vulnerable to subversions of intellect, or, stimulated by the mediums of white-washing rhetoric used to tell-a-vision(i.e. Television) programming.

Inasmuch as the instant cause, for a WRIT TO BRING OUT THE PRISONER, draws emphatically upon this writer being, in essence, KIDNAPPED by WHITE CLOUD CITY POLICE AGENCY, back on April 13, 2016, and, in effect, held hostage by a "STATE" OF MICHIGAN-Incorporated, since October 27, 2016; the merits in support of this suit stand alone, to be expressedly understood by UNIVERSALIZED notions of HUMAN NATURE and the sovereignty of JUSTICE reserved inherently to "The Laws of Nature and Nature's God".

THIS WRITER IS NOT SO INCLINED, in One's Natural State of existence, or susceptible, ON BEHALF OF THE PLAINTIFF, to any further efforts intended to "govern-mental" with propagated ignorance and/or indoctrinated asininity and confusion surrounding who I am in Law, in Commerce, but foremost, in Gods Kingdom.

IN THAT REGARD this writer submits: that no tool of decisiveness is situated above Nature's most common Principles, anciently and historically derived from the ethical "Common-Sense" of mankind; as passed down through the generations, via The Law of God, more precisely The Ten Commandments.

Might I add; that said Common Sense is only so "common" to the minds that recognize its antecedent place of pre-politics among the social structure of mankind.

Please, take for examples:

How and why; Common Law standards and Natural Law principals,[modestly] set forth to direct this forums adhesion, are among those which appear [most] fundamental to the construction of Michigan Constitution of 1963, et. seq., for which the Preamble reads:

"We, the people of the state of Michigan, grateful to Almighty God for the blessings of freedom, and earnestly desiring to secure these blessings undiminished to ourselves and our posterity, do ordain and establish this constitution ", and,

Be that as it were;

" When in the Course of human events it becomes necessary for one people to dissolve the political bands which have connected them with another and to assume among the powers of the earth, the separate and equal station to which the Laws of Nature and Nature's God entitle them, a decent respect to the opinions of mankind requires that they should declare the causes which impel them to the separation.

"We the People hold these truths to be self evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty, and the pursuit of Happiness. That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed... that whenever any Form of Government becomes destructive of these ends... it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness... it is their right, it is their duty, to throw off such Government, and to provide new Guards for their future security." [Quoted, in pertinent part, from the July 4, 1776 "Declaration of Independence"].

By virtue of Spiritual Enlightenments, bestowed from My Creator, I, the Affiant, am now [divinely] guided to a [broadening] space of comprehension with respect to how [said] "presentment" entitles Me to "equity of redemption". More specifically, the place whereto I am allured by heavenly insight, of which under-standing is a platform, provides the foundational truth that even so-called "criminal" procedure entails "presentment for acceptance" of Commercial Paper. Thereby, said "arraignment" evinced a "presentment" necessary to access the ["persons"] Treasury Account, and, to openly "charge" the "defendant" straw-man at the [supplemental] expense of the Living Man. The above-mentioned platform is likewise a complex space of comprehension, wherein, "PEOPLE OF THE STATE OF MICHIGAN", also standing-there-under, have pretentiously, corruptly, and criminally [stood] in the proverbial shoes of "Accommodated Party", lodging a continuity of [cumulatively] fraudulent claims against the "STATE" created "person" that presents, "at law" and in commerce, as a sub-corporation of "STATE OF MICHIGAN". Unconscionable PROSECUTORIAL and JUDICIAL MISCONDUCTS, exemplifying CRIMINAL MISCHIEFS by agents for the principal, has resulted in ILL GOTTEN GAINS and UNJUST ENRICHMENTS, procured by means of nebulous and redundant "charges" against the "person"; including "prisoner misconducts" and other "charges" premised upon [purported] executory contracts. As such, "charges" brought into question are not limited to debts directly arising from the "criminal conviction", but also other "administrative" type "charges" passing through the trust, in-open-perpetuity; by [questionable] virtue of the [1/9/17] "JUDGMENT OF SENTENCE COMMITMENT TO DEPARTMENT OF CORRECTIONS", now compiled by and "regularly... maintained in the normal course of business of the Michigan Department of Corrections".

COMMON LAW NOTICE: "The Fourteen^s Amendment to the United States Constitution and Const. 1963, Art. 1, Sec. 17 guarantee that no state shall deprive any person of 'life, liberty or property, without due process of law. Textually, only procedural due process is guaranteed by the Fourteenth Amendment; however, under the aegis of substantive due process, individual liberty interests likewise have been protected against 'certain government actions regardless of the fairness of the procedures used to implement them' ". {People v. Sierb, 456 Mich. 523; 581 N.W.2d 221 (1998)}. "Forgery includes any act which makes an instrument, or the material alteration, with intent to defraud, of any writing which, purports to be what it is not, and/or, if genuine, might apparently be of legal efficacy or foundation of legal liability. Offense of forgery is complete when person falsely makes any writing enumerated in statute, with intent to deceive, in a manner which exposes another to loss; including signing one's own name to business checks without authority to do. {People v. Susalla, 392 Mich. 387, 220 N.W.2d 405 (1974)}. "The elements of crime of uttering and publishing a forged instrument are: 1) knowledge that the instrument was false, 2) intent to defraud; and 3) presentation of the forged instrument for payment. Two elements of crime of uttering and publishing which must be proven beyond reasonable doubt... are knowledge of falsity of instrument and intent to defraud". {People v. Buchanan, 107 Mich. App. 648, 309 N.W.2d 691 (1981); People v. Mask, 68 Mich. App. 104, 241 N.W.2d 777 (1976); and People v. Fudge, 66 Mich. App. 625, 239 N.W.2d 686 (1976)}.

" THEREFORE THUS SAITH THE LORD GOD, Behold, I lay in Zion for a foundation a stone, a tried stone, a precious corner stone, a sure foundation: he that believeth shall not make hast.

Judgment also will I lay to the line, and righteousness to the plummet: and the hail shall sweep away the refuge of lies, and the waters shall overflow the hiding place.

And your covenant with death shall be disannulled, and your agreement with hell shall not stand; when the overflowing scourge shall pass through, ye shall be trodden down by it.

From the time that it goeth forth it shall take you: for morning by morning shall it pass over, by day and by night: and it shall be a vexation only to understand the report.

For the bed is shorter than that a man can stretch himself on it: and the covering narrower than that he can wrap himself in it. " [Isaiah 28:16-20(KJV)]

NOTE: "That the majority shall prevail, is a rule posterior to the formation of government, and results from it. It is not a rule binding upon mankind in their natural state. There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellow-men without his consent... He is not to be deprived of his liberty, or of his rights essential to its enjoyment, but by the law of the land. And what is the law of the land? Such acts of the legislature [only] as violate none of the rules laid down in the constitution—such as allow the citizen the privileges there secured to him—acts inconsistent with the rights of freemen as declared in the constitution, which take away their constitutional privileges, which, in short, deprive a man of his life, or of the means of protection by an application to the laws of his country for redress of wrongs, without a previous trial by jury and a conviction by them, are not laws of the land—such are acts not authorized by the constitution—they have no claim to the obedience or support of the citizen as laws—they are void..." [See: Executors of Cruden v. Neale, 2 N.C. 338, at 2 and 8 (1796)]

STATEMENT OF INTEREST

I, Isaiah Steward Robinson; am a Living, Breathing, Flesh-and-Blood-Man; created Sovereign, in the image of the Living God, to wit, by the Sovereign Lord of Host. [Reference: Holy Bible, King James Version, Book of Genesis, Chapter 1, Verses 26 and 27].

I am not one and/or the same with any Corporation or the "make-believe" entity YOU refer to as the "Defendant", "Offender", or "Prisoner" accounted for, in Trust, under the Ens Legis Tradename: ISIAAH STEWARD ROBINSON.

ISIAAH STEWARD ROBINSON is the "United States person" signifying a transmitting utility created without My knowledge, understanding or consent, by the "UNITED STATES" d/b/a "STATE OF MICHIGAN". The Personality designated: ISIAAH STEWARD ROBINSON presents ONLY a "Legal Fiction" denoting the third-party transferee domiciled in Washington, D.C., i.e. in the District of Columbia. [Reference: 26 USC 7701 (a) (30)]. The "STATE OF MICHIGAN", (MI), as a statutory entity, 28 USC 3002(15)(A); MCL 440. 9307(8); UCC 9-307(H), is a corporation re-presenting the foreign "UNITED STATES" Federal Corporation, and, purporting to be a governmental sub-infrastructure called the Federal Government; which is of the same above-mentioned corporation seated in Washington, D.C.

FOR THE RECORD: I, who goes by: Isaiah Steward Robinson, as the Living Man; hereby rebut and confute any assumption that such would even suggest I am tantamount to the Corporation, ARTIFICIAL "PERSON" and legal fiction: ISIAAH STEWARD ROBINSON. I DEMAND realization of My "Absolute Rights" by the MICHIGAN DEPARTMENT OF CORRECTIONS-CORRECTIONS MENTAL HEALTH PROGRAM.

To clarify the context of "Absolute Rights", as the term is applied to the merits of this PROTEST; it is meant in the most primary and strictest sense of:

"such as would belong to their person merely in a state of nature, and which every man is entitled to enjoy, whether out of society or in it. The rights of personal security, of personal liberty, and private property do not depend upon the constitution for their existence. They existed before the Constitution was made, or the government was organized. These are what are termed the 'absolute rights' of individuals, which belong to them independently of all government, and which all governments which derive their power from the consent of the governed were instituted to protect." [Ref. Words and Phrases, Volume 1, 1968; West Publishing Company]

The Plaintiff in this matter has been a "Consumer" of Mental Health Services for over (30) years. The Mental Health Services which the "Recipient" has benefitted from, though briefly fluctuating in consistency from time to time, include in-patient, outpatient, and the lot of treatments generally provided in community settings. Quite apparently; the Recipient is no stranger to the supposed "treatment" and "services" said to be available within the MDOC-CMHP. [emphasis on "said to be available"]. The significance and relevancy of re-cognizing this writers past struggle with the demonic spirit of "Mental Illness," aims, to compel this forums attentiveness, towards the cognizable parallels linking the Recipient's innate understanding of these matters, derived from PERSONAL EXPERIENCES of how Mentally, Intellectually, and Developmentally Disabled individuals MUST be cared for, with One's inherent sense of consciousness with respect to what considerably constitutes ABUSE and NEGLECT of people who suffer from or cope with the cognitive deficits and impairments often identifiable as disabilities, or otherwise dis-function of the psyche. But for this virtue of faith in the grace, mercy, and healing of God; the restoration of My mental health could not manifest in a way which supernaturally strengthens the Psychological Immune System; to-the-end-that this Recipient's self-esteem has overcome all necessity for Mental Health Services that are not embodied by faith and reliance on "Nature's God".

This suit fundamentally seeks to bring the "STATE" into FULL COMPLIANCE WITH THE TERMS OF THEIR COLLECTIVE CONTRACT, IN STEADFAST ACCORDANCE WITH LEGAL STANDARDS FOR CONSUMER CONTRACTS AND COMMERCIAL MATTERS, as found under the Common Law. Consumer(s) submits that this action is URGENTLY NECESSARY and germane to the cause of precluding MDOC START NOW Group Treatment Program operations from this increasingly RECKLESS, WHIMSICAL, and AD HOC "state" of current affairs; to being on track with the guidelines of Legislative and Constitutional mandates that inescapably govern the actions, conduct, duties, and responsibilities of individuals who act as agents for or else on behalf of the principal "STATE OF MICHIGAN", to-wit, MICHIGAN DEPARTMENT OF CORRECTIONS.

NOTE: Since as early as age 5 (i.e. five) "STATE OF MICHIGAN", by and through its instrumentalities (e.g. "BALDWIN COMMUNITY SCHOOLS", "NEWAYGO COUNTY COMMUNITY MENTAL HEALTH", and "MICHIGAN DEPARTMENT OF CORRECTIONS"), including but not limited to the "Bureau of Healthcare Services-Corrections Mental Health Program" and "MDOC Parole Board Agency", has been engaging in a [determined] confederacy, for ~~executing a obvious agenda~~ causing this writer to experience and suffer from [drug induced] symptoms of varying "mental illnesses" and other emotional disorders. For most of complainants 41 years on this earth "STATE OF MICHIGAN" has managed to relentlessly institute or else arrange scenarios to [forcefully] administer unspecified concoctions of psychotropic medications, in [often] unspecified doses; resulting in [sporadic] instances of "visual/auditory hallucinations", "psychotic episodes", "suicidal/homicidal ideations", as well as other behavioral and/or psychological issues that were caused by the adverse effects of those drugs.

Specific to this cause SEEKING AN INJUNCTION because of ABUSES, NEGLECTS and DAMAGES, by MDOC and its CMHP personnel, is a tandem DECLARATORY DECREE; stating that the power, jurisdiction and authority MDOC assumes to enforce over the "United States person" IS SOLELY CONFINED TO THE AREA OF CONTROL IT PRESUMES OVER THE ARRESTED STRAW-MAN in the regular-course-of-Business. The same truth serves as incontrovertibly evidence that "STATE OF MICHIGAN", as a corporate entity, is undoubtedly empowered by the mere ideas and imaginations of men and women; making MDOC incapable of usurping Freehold, Liberty Interest, and Absolute Rights of the Real Party of Interest indubitably created by God. In particular that MDOC-CMHP is foreclosed from acting or proceeding against the Living Man; without a contract demonstrating the individual's intelligent consent and conscientious acceptance. The Real-Party-of-Interest has recorded documents with the STATE OF MICHIGAN/State of Michigan; to be lodged in the PUBLIC RECORD as proof that Plaintiff-Petitioner: ISIAAH STEWARD ROBINSON is a corporate entity without substance or form, albeit, the Real Party of Interest, Isaiah Steward Robinson, is a Living, Breathing, Sovereign, Flesh-and-Blood-Man.

HEREBY intervening as a Third Party I, Isaiah Steward Robinson, Sui Juris, also undertake in this matter to assert and exercise My privilege of PRIORITY EXEMPTION from Statute, Lien, or Levy, House Joint Resolution 192, Public Law 73-10, June 5, 1933; seeking to invoke estoppel of all actions against Me and My Trust Estate by Respondent Parties.

Thereby, I instruct the court to bar all judicial and extra-judicial collection efforts against the purported Debtor: ISIAAH STEWARD ROBINSON, Ens Legis, by which the Living Man (i.e. Affiant) is purportedly bound to the dictatorial imaginations of bureaucratic constituency(-ies)

Upon receiving notice of the [attached] Security Agreement between DEBTOR and Secured Party, establishing a Fidelity Bond in favor of Secured Party, that supersedes any prior agreement and all prior contracts; either expressed or implied-in-fact, the Michigan DEPARTMENT OF CORRECTIONS became devoid of any and all capacity to act against DEBTOR and/or Secured Party; including whatever presumed entitlement to receive, control, hold, and dispose of records and goods the records cover, whether presumptuously under purported Law or insinuated by the rules of Commerce. NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS NOTICE TO AGENT.

Secured Party is legally and constitutionally entitled to release from MDOC custody so that he may be afforded opportunity to further examine the audio/video evidence and relevant documents, records, etc., undoubtedly essential to adequately preparing for a full hearing on the merits of this suit, in the Courts discretion, and at its earliest convenience.

"For unto us a child is born, unto us a son is given; and THE GOVERNMENT SHALL BE UPON HIS SHOULDER; and his name shall be called Wonderful, Counsellor, The mighty God, The everlasting Father, The Prince of Peace.

OF THE INCREASE OF HIS GOVERNMENT and PEACE there shall be no end, upon the throne of David, and upon his kingdom, to order it, and to establish it WITH JUDGMENT and JUSTICE from henceforth even forever. The zeal of the Lord of Host will perform this." [Reference: The Holy Bible, King James Version, Book of Isaiah, Chapter 9, Verses 6 and 7] (emphasis My Own)

MATTERS OF RELEVANT FACTS AND TRUTHS

~~As a preliminary matter of necessary disclaimer, the interested parties are [not] in agreement that this suit is sensibly or practicably compatible with judicial (or executive) policy applicable under procedures codified by the "Ku Klux Klan Act" [e.g. 42 U.S.C. 1983, 1985], and/or, the "Prison Litigation Reform Act" [e.g. 28 U.S.C 1915]. In particular, under these [present] circumstances, the "person" designated "debtor", or else "offender" (as the same correlates with the "Joint Tortfeasors Act"); [merely] presents by direct and otherwise fraudulent conversion an illusion of having interest which autonomously or inextricably aligned with those of the undersigned "creditor", and "beneficiary". [Reference: 28 U.S.C. 3001 (a); and, Mich. Admin. Code R 791. 1101 (e)].~~

COMMON LAW NOTICE: "Contribution is an 'equitable doctrine based on principle of justice'; which is not dependent on contract, joint action, or original relationship of the parties... The doctrine of contribution originated in the courts of equity... early origins of contribution are shrouded in obscurity and confusion; it does not establish that in 1791 the courts of law would have entertained an action for contribution, at least as against negligent tortfeasors. While some of the earlier cases after 1791 appear to have recognized contribution against negligent tortfeasors as an available remedy, those that address the precise issue of whether it could be pursued at law or only in equity regarded the action as equitable. Courts of law enforce contribution only in cases where a contract between the parties to that effect may be presumed, but courts of equity indulge a larger jurisdiction, and admit contribution whenever the parties were originally subject, jointly, to the burthen and are in [aequali jure], and where party claiming assistance of the court is not precluded, by his own turpitude, from receiving it. {Quoting: Dawson v. Contractors Transport Corp., 467 F.2d 731-732-(1972)-(citations-omitted).} The English law of bankruptcy, as it existed at the time of the adoption of the Constitution, was conceived wholly in the interest of the creditor and proceeded upon the assumption that the debtor was necessarily to be dealt with as an offender". {Continental Illinois Nat'l Bank & Trust Co. v. Chicago, R. I. & P. R. Co., 294 U.S. 668 (1935)}. "A security agreement is generally effective according to its terms, both between the parties and against subsequent purchasers of the collateral. Because the plaintiff's security interest was properly perfected by filing..., security agreement is to be truly effective according to its terms, any act performed by debtor in contravention of those terms must give a creditor the right to the statutory and agreed upon remedies..." {Gorham v. Denha, 77 Mich. App. 269-270, 258 N.W.2d 200 (1977)}. "It is the uniform holding of the courts that the obligation of a trustee to the cestui que trust is an equitable not a legal obligation, and that the trust cannot be reached by garnishment to enforce legal claims against the cestui que trust. This rule obtains, unless the duties of the trustee have fully terminated and the amount due to the cestui que trust is definite and ascertained, and nothing remains except the duty of the trustee to turn over and deliver a definite sum to the cestui que trust. Until equity adjudicates the rights... in the sum held... the amount due... remains indefinite and unascertained; thus precluding any attempt to subject the same to garnishment". {Meier v. Blair, 287 Mich. 23, 282; N.W. 889 (1938)}. "The powers granted to a trustee in a deed of trust are not liberally construed, and their exercise must be consonant with the terms of the instrument... Those powers, furthermore, exist only in the terms creating the trust and no others. {Union Guardian Trust Co. v. Building Sec. Corp., 280 Mich. 156, 273 N.W.2d 429 (1937)}.

FOR THE RECORD: This does not warrant a juratory caution, implore the court for a loan, or otherwise seek its permission to proceed without pre-paying court filing fees and cost; but rather, the attached record, denoting a Fidejussory Security, is being proffered as tender which [may] be exacted to pay any fines, fees, cost, debts, etc. Furthermore, the same presentment [modestly] aims to manifest a satisfactory showing of One's interest having attached, and offers [requisite] "security for the cost". [Reference: Rule 24 F.R.C.P.T.]

~~By virtue of the predicate "Security Agreement", annexed hereto, the "State" Executive Branch (including but not limited to its Principal: Department of Corrections) is devoid of any [legitimate] interest (if at all any just or proper "State" interest exist whatsoever); which may prevail upon the premise of a [questionable] bond and/or [supposed] obligation concerning the evident mortgage at issue. The [assumed] "legal authority"—reckoned by Respondent Parties in the matter—was [irrevocably] transferred to the undersigned Complaining Witness by operation of law.~~

~~Pursuant to [28 U.S.C. 7621] and [31 U.S.C. 5118]—and the laws of a military, provisional, occupational form of government—with respect to the [presidential] division of "United States" jurisdictional territory into designated zones, to wit: Zip Codes (otherwise known as Internal Revenue Districts); it is the U.S. Vessel, insured under the "Federal Insurance Contribution Act" (FICA), who is the co-debtor for the loss of gold or "money" under a [June 5, 1933] House Joint Resolution 192 (Public Law 73-10). Be that as it were, the private settlement contract—integrated by the parties on October 28, 2020—protects the undersigned Beneficiary from any pretentious liability; including the presumption of being a co-surety bound by the same [perceptible] receivership agenda. Thus, to necessarily determine and define what is to [appropriately] be the scope and nature of restraints, as settling the question of [inordinate and unconventional] jurisdictional boundaries pertinent to this cause; it would be remiss that this forum should negate your Suitor's release and indemnification of the undersigned Secured Party.~~

In congruity with a BILL OF COMPLAINT accompanying the instant action, re: ISIAH STEWARD ROBINSON; this suit [determinatively] rebuts, confutes, and otherwise defends against any ["practicable"] inference that the "security" regarded by a [January 9, 2017] "JUDGMENT OF SENTENCE COMMITMENT TO DEPARTMENT OF CORRECTIONS", and, the "interest" in a [relevant] Cestui Que Trust account "regularly compiled and maintained in the normal course of business of the Michigan Department of Corrections", is somehow "up for grabs" at the whims of commercial operatives within the corporate "STATE" of Michigan's public and private sectors.

FOR THE RECORD: Any lawsuit(s) or proceeding(s) instituted herewith or hereby, including but not limited to all related claims, demands, causes of action or suits, of whatever kind and description, that might now or hereafter exist by reason growing out of or affecting, directly or indirectly, the Life Estate regarded by a legal and commercial entity commonly known or designated as: ISIAH STEWARD ROBINSON; is now governed and controlled by the law that signifies NOTICE of the attached Security Agreement; ratified, finalized, signed and sealed before an officer of the "UNITED STATES" federal corporation, to wit: NORBERT J. FRONCZAK a Notary Public acting in the "COUNTY OF MACOMB", on the 28th day of October in the year 2020.

COMMON LAW NOTICE: "A person notifies or gives a notice or notification to another by taking such steps as may be reasonably required to inform the other in ordinary course; whether or not such other actually comes to know of it... Notice, knowledge or a notice or notification received by an organization is effective for a particular transaction from the time when it is brought to the attention of the individual conducting that transaction, and, in any even, from the time it would have been brought to his attention if the organization had exercised due diligence". {Old Kent Bank-Southeast v. Detroit, 178 Mich. App. 422; 444 N.W.2d 165 (1989)}. "Notice for purposes of MCL 440.3302, defining a holder in due course; includes receiving notice or notification of a fact or having reason to know that the fact exist from all the facts and circumstances known at the time in question". {Barbour v. Handlos Real Estate & Bldg. Corp., 152 Mich. App. 186; 393 N.W.2d 586 (1986)}. "A secured creditor receives notice of another creditors... security interest in the same collateral where he receives copies of the promissory note and security agreement between the debtor and the other creditor..." {Luhellier v. Bolline Constr., Inc., 157 Mich. App 131, 403 N.W.2d 522 (1987)}.

At which time the minimum terms of said "commitment" to department of corrections had expired [on or about October 25, 2020]; both "MICHIGAN DEPARTMENT OF CORRECTIONS" and "MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS" (with all other offices, agencies and instrumentalities for the "State" executive branch) became devoid of [their] "respective functions, powers, and duties"—especially those [generally] allocated by law—pursuant to [state and/or federal] constitution. Therefore, each Respondent Party—named individually and collectively as a MERCHANT at law—though purportedly slated to act "officially"—in corporate privity of contract—is, at all times described by facts allege in this libel; charged as having acted [entirely] outside the scope of any such office, agency or entity of government.

COMMON LAW NOTICE: "A general assignee is not a [bona fide] purchaser, and there is no rule of law which exempts a general assignment from the consequences of actual fraud that has a tendency to hinder, delay or defraud creditors. The only ground on which such assignments are upheld is that the debtor has in good faith put all of his assets into the hands of a trustee; for the sole purpose of paying his lawful debts, as far as the assets will go". {Farrington v. Sexton, 43 Mich., 456-457; 5 N.W. 656 (1880)}. "The right of... debtor to make an assignment, and to select his own assignee, without, and against, the consent of his creditors, has been finally admitted, in most of the states of the Union; though the propriety of recognizing such a right has often been questioned, and, if the question were a new one might be doubted. But to prevent the abuse of the right, and to avoid its being made a convenient engine of fraud, the utmost good faith must be required of the debtor in the selection of the assignee... Anything, therefore, which tends to show that the assignee, in any respect, is not such a person as an honest and prudent man would be likely to select for the position, with reference to the interest of creditors, must, upon principal, be admissible to impeach the good faith of the assignment". {Angell v. Rosenbury, 12 Mich. 252-254 (1864)}. "The mortgagor cannot be deprived of his right to the possession and benefits of the premises unless that power is clearly given to the mortgagee by the engagement of the parties... unless there is a definite contractual waiver of those established and recognized rights". {Bennos v. Waderlow, 291 Mich. 595; 289 N.W. 267 (1939)}. "HE HAS, THEREFORE, DIVESTED HIMSELF OF ALL INTEREST WHICH HE THERETOFORE HAD IN THE BOND AND MORTGAGE, and consequently of all right which at common law, he otherwise might have had, as mortgagee, to possession of the mortgaged premises...; AND A MERE PAROLE TRANSFER OF THE DEBT AND MORTGAGE IS VALID. No doubt could exist as to the competency of the assignment; AS PROOF TO SHOW THAT THE ENTIRE INTEREST OF THE MORTGAGEE, IN DEBT AND SECURITY, HAD BEEN TRANSFERRED TO HIMSELF. It is time that mortgages and mortgage controversies were stripped of legal fiction--of all unnecessary legal technicality—and that courts... in settling the rights of parties in this class of cases, should more particularly regard and carry-out the real contract of the parties, in its substance and intent. The doctrine of a mortgage being a mere incident of the debt is founded in a true view of the mortgage contract", and, as in fact intended by the parties, and not of its forms". {Dougherty v. Randall, 3 Mich. 585, 587, 588 (1885) (EMPHASIS ADDED)}.

CASE HISTORY
(Background)

On the 13th day of April (2016); a call was received at the 9-1-1 Central Dispatch hub for "STATE OF MICHIGAN" d/b/a "COUNTY OF NEWAYGO". The caller, a man who goes by Laird Weston, alleged that Affiant had made a verbal threat in response to Mr. Weston, himself, admittedly intending to "run-over" Affiant with a pick-up truck. Moments later the unknown Dispatch Operator briefed "CITY OF WHITE CLOUD" Police Sergeant Daniel Evans regarding key elements of Mr. Weston's call, having expressly advised the "peace officer" that Mr. Weston [simultaneously] confessed to a perceptible "felonious assault", in-the-course-of reporting the alleged "verbal threat". [Reference: "COUNTY OF NEWAYGO" 9-1-1 Central Dispatch Audio Recording, between 00:10-04:25]

Acting in an "official" capacity, i.e. as an agent for the Principal: "STATE OF MICHIGAN"; Daniel Evans elected to disregard the duality of the complaint, pertinent to how the incident was initially reported by Laird Weston to the 9-1-1 dispatcher, choosing instead to center the focus of his supposed "investigation" on [specifically] finding occasion to seize the "person" of Affiant. In particular; Daniel Evans chose to dismember material facts conveyed by the dispatch operator to [more] precisely demonstrate the obvious importance and relevance of Laird Weston's own admission, that he'd "intended to run-over" Affiant, whom, in the same context of an inadvertent confession, Mr. Weston explicitly referred to as "the nigger". [Reference: "COUNTY OF NEWAYGO" 9-1-1 Central Dispatch Audio Recording, between 00:40-00:45]

Law enforcement agents for "CITY OF WHITE CLOUD" and "COUNTY OF NEWAYGO" ultimately negated; concealed, and denied the existence of an eyewitness statement, recorded by Daniel Evans police-issue-body-camera, detailing that [attempted] "vehicular assault" by Laird Weston. Following an abrupt, one-sided, and clearly perfunctory "investigation" that [now] exemplifies the bias, bigotry, and fascism of police and prosecutors; Daniel Evans proceeded to apprehend the "person", WITHOUT A WARRANT, and admittedly WITHOUT PROBABLE CAUSE. [Reference: Newaygo County 9-1-1 Central Dispatch Recording, and, Daniel Evans Police issued Body-Camera: BODY.X78011562.0985.160413.225616.1831.MP4]

After Daniel Evans had taken custody of Affiant; concerns arose about a [significant] history of "Severe Anxiety Disorder" resulting in consequential "Panic Attacks". The prior existing condition appeared to have been exacerbated by perceivable medical complications, stemming from a recent lung collapse, that required Affiant to receive hospital Intensive Care from [approximately] April 7, 2016-until-April 12, 2016. At which time Affiant was brought, by Daniel Evans, into the physical custody of "NEWAYGO COUNTY JAIL"; the jail Sergeant P. Green, accordingly, required Affiant to be "medically cleared" before the jail should lodge the vessel for any alleged offense. It was then that Daniel Evans seemingly-elect-himself for the "duty" of taking Affiant, again by force, out of the [physical] custody of "NEWAYGO COUNTY JAIL". Subsequently, the "CITY OF WHITE CLOUD" police Sergeant, alone, drove Affiant approximately sixteen-miles, outside of White Cloud city limits, to SPECTRUM HEALTH-GERBER MEMORIAL hospital. [Reference: Daniel Evans Police issued Body-Camera: BODY.X78011562.0989.160413.234206.1541.MP4]

On arrival at the SPECTRUM HEALTH-GERBER MEMORIAL HOSPITAL; Daniel Evans colluded with hospital personnel to drug and incapacitate Affiant, specifically instructing hospital emergency room workers to administer [pharmaceutical grade] controlled substances with the expressed intent of altering and subduing the cognition of Affiant. Ultimately, drugs were used to transform My entire demeanor and pervert My overall mentality. Daniel Evans; David Hoffelder, M.D.; and Drue Berry, R.N., among others who had been present, acted-in-concert to INVOLUNTARILY INTOXICATE Affiant, without One's prior knowledge, intelligent understanding, or informed consent. The wantonly NEGLIGENT and intentionally VEXATIOUS use of mind altering drugs, on orders given by Daniel Evans to malevolently subdue this writer's free-will and psyche, is hereby alleged to be an essential and necessary component of an ongoing CIVIL-CHAIN-CONSPIRACY.

For purposes of collectively "aiding and abetting" the corporate "STATE OF MICHIGAN", in its manifest confederacy spear-headed by "WHITE CLOUD CITY POLICE AGENCY"; personnel working for "SPECTRUM HEALTH-GERBER MEMORIAL HOSPITAL" openly colluded with law enforcement agents, named and unknown, causing Affiant to suffer irreparable permanent injury and prolonged damages. This INVESTIGATION REQUEST therefore alleges that David Hoffelder, M.D. and Drue Berry, R.N., with others under contract at the (Fremont) "SPECTRUM HEALTH-GERBER MEMORIAL HOSPITAL" campus, did conspire with agents for the Principal: STATE OF MICHIGAN, to-wit: "CITY OF WHITE CLOUD" and "COUNTY OF NEWAYGO"; becoming involved with Daniel Evans plot, by means of intentionally and deliberately helping, to befuddle the cognition of Affiant surrounding any memory of the details following said ABDUCTION by Agent Daniel Evans on April 13, 2016. The objective of said collusions had most remarkably been to sterilize one's recollection of the events which occurred after Affiant had been KIDNAPPED. This demand alleges that "SPECTRUM HEALTH-GERBER MEMORIAL" hospital has campaigned with the Principal: STATE OF MICHIGAN, and instrumentalities thereof, for the cause-and-effect of forging persecutory "charges" against the vessel, and mortgaging the Juristic Person: ISIAH STEWARD ROBINSON under FALSE PRETENSE. It is therefore and hereby alleged that "SPECTRUM HEALTH-GERBER MEMORIAL" hospital had an instrumental role in Daniel Evans scheme to conceal his KIDNAPPING of Affiant, and, to UNLAWFULLY IMPRISON the juristic "person" seized, to the detriment of the natural "person" abducted, at the expense of the Business Trust and Life Estate [MCL 440.1201(2), (p)], re: ISIAH STEWARD ROBINSON.

On the 14th day of April 2016 (prior to commencement of any proceedings in the matter); "STATE OF MICHIGAN" d/b/a "COUNTY OF NEWAYGO", namely: Assistant Prosecuting Attorney, Robert M. Hayes d/b/a ROBERT M. HAYES (P-69006), abandoned any claim for which relief might be granted, whereas, Robert M. Hayes [tacitly] rejected the obviously-incredible "verbal threat" accusation reported by Laird Weston, and, in like manner, abandoned Daniel Evans perspicuously-implausible "assault" allegation, thereby, omitting all presupposed cause for seizure of the "person" entirely. With no regard for the ensuing absence of any cognizable statutory authority; Robert M. Hayes colluded with [then] "CITY OF WHITE CLOUD" Police Chief, Robert Mendham d/b/a ROBERT MENDHAM, and the two proceeded against the "Represented person" in rogue fashion. More specifically, Robert M. Hayes and Robert Mendham filed a [spurious] pseudo complaint with the "COUNTY OF NEWAYGO" 78th District Court, namely: ("non-attorney") Magistrate, Jonathan J. Morse d/b/a JONATHAN J. MORSE; which subsequently began the continuing series of security instruments being regularly counterfeited, in-open-perpetuity, by principal departments and agents for "STATE OF MICHIGAN". Despite being required under the [Constitutional] Trust compact(s) to know that the [April 14, 2016] "COMPLAINT FELONY" was counterfeit, and thereby, that the same signifies overtly "unauthorized process"; Operatives acting to further the interest of the "STATE" have [relentlessly] continued to lodge fraudulent claims against the {Trust} Estate. On a plethora of occasions Complainant has undertaken to proffer the Principal: STATE OF MICHIGAN, and its Agents, with superfluous noticed regarding the Trust and other contractual breaches, however, the "STATE" has in no wise been amenable. Irrespective of, and, as through completely oblivious to the {Trust} mandates required under agreements ratified by Constitutional Charter(s); "STATE" Constitutors' have continued to violate their oath(s) of office to: "We, the People of the State of Michigan", by: ignoring, negating, and concealing conspiracies like the one "spearheaded" [April 14, 2016] by "CITY OF WHITE CLOUD" and "COUNTY OF NEWAYGO", under color of law.

Robert M. Hayes knew the STATE could only achieve "accommodated party" status by enticing Affiant to subrogate his innate and unalienable Rights, Remedies, and Defenses; including but not limited to the PRIORITY EXEMPTION One enjoys in his natural state, as a Sentient and Sovereign being, made of Flesh, Blood, Bones, and Sinew. Be that as it were; said complaint and ensuing "arrest" warrant; purported to have activated the statutory authority, subject matter jurisdiction, and adjudicative power of the "COUNTY OF NEWAYGO" judiciary, serves as proof of how and why the [same] cognizable security instruments contravene "Legal Process".

NOTE: The undersigned submits for the record that simulation of "legal process", by officer of the corporate "STATE", is herein asserted to have been an essential component of the plot to dissemble, redact, and disguise the original Case Initiation Information, and, inexcusably demonstrates how and why the "person(s)" were never lawfully convicted; neither are "convicted, or in execution, upon legal process, civil or criminal", MCL 600.4310 (3).

"STATE OF MICHIGAN" d/b/a "COUNTY OF NEWAYGO" has known all along that the initial police report, fabricated by Daniel Evans, was irreconcilably tainted from its inception. It is [quite] notably for that reason [only] Robert Mendham was elicited, by Daniel Evans and Robert M. Hayes, to provide testimony before Jonathan J. Morse. Even so, that SUPERIOR KNOWLEDGE reserved by "COUNTY OF NEWAYGO" Prosecutors d/b/a "PEOPLE OF THE STATE OF MICHIGAN" [likewise] explains why the material misrepresentation, evidenced by the testimony of Robert Mendham, had been imperative for the purposes of pretending that [alleged] assault was a reasonable premise to establish their [phantom] inference; hitherto believed to warrant seizure of the "persons" on April 13, 2016. Accordingly, the presiding "non-attorney Magistrate", Jonathan J. Morse, CANNOT cognizably or even plausibly contend that he had been oblivious to the [overt] flagrancy of MISFEASANCE, MALFEASANCE, and NONFEASANCE that was condoned, concealed, negated and ultimately rewarded by his issuance of the arrest warrant. More specifically; when neither the complaint forged by Robert M. Hayes to obtain the warrant, or, the warrant and warrant returned forged by Robert Mendham to "cover-up" the false arrest by Daniel Evans, had eluded to or even indicated [the] wherefrom requisite to justifying, or at the [very] least substantiating, a basis for any reasonable/probable cause finding, whereas, such finding is unspecified in complaint and unidentifiable from the warrant.

The "STATE" conglomerate would [apparently] have Affiant to believe the suggestibility of Robert Mendham's [second-hand] testimony, in Daniel Evans stead, was sufficient to satisfy constitutional mandates and legislative requirements necessary to establish probable/reasonable cause. Yet, to the contrary, both the constitution and legislature has promulgated, in no uncertain terms, that either instrument, in-order-to-comply with the statutory definition of "legal process", must set forth the grounds for the arrest/seizure as [requisite] to condition the legality of the security instrument. Moreover, anyone of reasonable prudence, including a random individual selected from American societal laity, could quickly realize, and/or easily recognize, that NO CAUSE can be ascertained from examining the face of [either] the [relevant] complaint or warrant. As such, the "non-attorney" Magistrate, Jonathan J. Morse, could not have constitutionally or legally based his finding of probable cause on any claim for relief not identified by offenses characterized in the complaint and particularized by the warrant he, in fact, issued.

NOTE: Robert Mendham was not involved with, present during, or otherwise in proximity or position to have experienced, witnessed, or observed the commission of [any] offense for which he offered testimony supposing to satisfy probable cause requirements and influence [magisterial] findings to issue an arrest warrant.

There are [indubitably] a number of FATAL VARIANCES, RADICAL JURISDICTIONAL DEFECTS, and [conspicuous] issues of controversy surrounding the "Case Initiation Information"; with respect to [who] took custody of the living man [i.e. Principal], thereby "arresting" the vessel [i.e. plaintiff] and [when]. Be that as it may, during the testimony given before "non-attorney" Magistrate: Jonathan J. Morse; Police Chief: Robert Mendham testified that Daniel Evans took this Petitioner into custody on April 13, 2016. As such the sworn testimony of Chief: Mendham, himself, proves that he knew the Petitioner was already in custody at "NEWAYGO COUNTY JAIL"; when he forged and falsified the "charging" instruments to insinuate the arrest warrant had been executed by him on April 14, 2016, and to overcome [certain] probable cause requirements. The [sinister] confiction of [critical] inconsistencies that expose how "STATE" Agents: Robert Mendham, Daniel Evans, Robert M. Hayes, and Jonathan J. Morse plotted to conceal-then-ultimately-negate a tainted arrest theme, by forging official "STATE" records, in-and-of-itself prescribes for a DISCHARGE; decree of EQUITABLE RELIEF AND REMEDY hereby prayed for. This action is particularly ripe for the Court of Equity venue, since, NO CHARGING INSTRUMENT particularizes, indicates, or even characterizes ANY CAUSE for "arrest" WHATSOEVER.

COMMON LAW NOTICE: "A conspiracy is a partnership in criminal purposes; the gist of the offense lies in the unlawful agreement between two or more persons; establishing a conspiracy requires evidence of specific intent to combine with others to accomplish an illegal objective; to prove the intent to combine with others for an illegal purpose, the prosecution must show that the intent, including knowledge, was possessed by more than one person; for intent to exist, the defendant must know of the conspiracy, know of the object of the conspiracy, and intend to participate cooperatively to further that objective." [See: People v. Turner, 213 Mich. App. 558, 540 N.W.2d 728 (1995)]

During the probable cause hearing Robert Mendham proffered testimony which he and the other parties to the draft not only knew to be: deliberately and intentionally misstated with malevolent and reckless disregard for its truth, but also, which false and misleading information the three had [evidently] predetermined to be [autonomously] relied upon by Jonathan J. Morse; even in spite of conflicting Constitutional mandates and Legislative requirements that necessitated those actors specific performances. Later that same day, which is to say: just AFTER the [4/14/16] "Probable Cause Hearing"; this writer was forcefully brought before Jonathan J. Morse, to: traverse the BAR of justice in an incapacitated state of "involuntary intoxication", caused by collusions between Daniel Evans; various "SPECTRUM HEALTH GERBER MEMORIAL HOSPITAL" emergency room personnel; and contributed to by the roles of divers "COUNTY OF NEWAYGO" Officials. The purpose for which "CITY OF WHITE CLOUD" and "STATE OF MICHIGAN" conspired to drug the Real-Party-of-Interest ("Isaiah Steward Robinson"), before, forcing him to appear before the Magistrate; had been to befuddle this writers cognition prior to a rogue "presentment for acceptance" regarded as the "arraignment". Ultimately, as a result of Daniel Evans and others conspiring to drug this writer; deception and trickery prevailed, to this end that One was surreptitiously made-over by: "PEOPLE OF THE STATE OF MICHIGAN", via Bill-of-Exchange, to become [unwittingly] misrepresented as the Real-Party-in-Interest ("ISAIAH STEWARD ROBINSON"), which is unquestionably a Civilly-Dead entity.

* NOTE: "CITY OF WHITE CLOUD" Police Chief: Robert Mendham, in-concerted-agreement with Newaygo County Assistant Prosecutor: Robert M. Hayes, was apparently elicited by [imaginary] proxy to act as the "Complaining Witness"; despite having no prior or subsequent involvement with the case, whatsoever. Agents in and of the Newaygo County constituency, a political subdivision for the Principal "STATE", supplanted the original police report written by Daniel Evans (i.e. "WHITE CLOUD CITY POLICE AGENCY" Report No. 16-166) with a phantom police report (i.e. "WHITE CLOUD CITY POLICE AGENCY" Report No. 16-167), as a necessary means of redacting and altering [original] "Case Initiation Information". On the 14th day of April (2016); the Case History Print/Register of Actions records a "Probable Cause Hearing" held to condition the legality of Daniel Evans seizure of the vessel on April 13, 2016. During that prejudicially EX PARTE "Probable Cause" proceeding; Agents: Robert Mendham; Robert M. Hayes; and 78th District Court Magistrate: Jonathan J. Morse, did, DEFRAUD THE JUDICIAL MACHINERY, and callously UNDERMINE THE RULE OF LAW, by deceitfully insinuating and concluding that Agent: Daniel Evans "reasonable belief" was tantamount to "Probable Cause" for Robert Mendham to execute an extrinsic arrest warrant issued by Jonathan J. Morse.

WHEREAS the testimony proffered by Robert Mendham was [symbolically and figuratively] relied upon by the 78th District Court Magistrate, Jonathan J. Morse, to reckon existence of probable cause, for issuance of the arrest warrant; FRAUD UPON THE COURT was perpetrated to prosecute, try, and convict the "defendant" straw-man in a forum they each knew, or should have known, individually and collectively, was without competent jurisdiction. (See "Probable Cause Hearing" transcript, held April 14, 2016 before the 78th District Court bench of Magistrate Jonathan J. Morse)

Be that as it may; another "predicate act of fraud" occurred when Agents: Robert M. Hayes; Jonathan J. Morse; and Robert Mendham, each proceeded to forge the warrant and tacitly "make believe" that Robert Mendham had executed the arrest AFTER the warrant was issued by Jonathan J. Morse, to satisfy a complaint that completely omitted the presupposed "assault" and "arrest" premise altogether.

COMMON LAW NOTICE: "The Sixth Circuit has adopted the following well-established analysis for determining whether a right is clearly established: For a right to be clearly established, the contours of the right must be sufficiently clear that any reasonable official would understand that what he is doing violates that right". (Anderson v. Creighton, 483 U.S. 635, 640, 107 S. Ct. 3034, 97 L. Ed. 2d 523 (1987)). Important to emphasize that this inquiry 'must be undertaken in light of the specific context of the case, not as a broad general proposition'. (Brosseau v. Haugen, 543 U.S. 194, 198, 125 S. Ct. 596, 160 L. Ed. 2d 583 (2004))... Thus, 'the relevant dispositive inquiry... is whether it would be clear to a reasonable officer that his conduct was unlawful in the situation he confronted'. {Quoting: Ricks v. Pauch, 322 F. Supp. 3d 813 (U.S. Dist. 2018) (other citations omitted)}. "Fraud is a question of fact, and not one of law, but where the act of a person necessarily operates to defraud creditors, or results as a fraud in and upon their rights, the actor will be presumed to have intended the fraud which resulted... The rule is elementary that every person is presumed to intend the natural or probable consequences of his own acts, and when a fraud is shown the court will attribute to it its legal consequences, or, in other words, where the conduct of a debtor necessarily results in defrauding his creditors, he is presumed to have foreseen and intended such results". {Anderson v. Etter, 102 Ind. 115, 26 N.E. 218} (quoting: Reagan v. First Nat'l Bank, 157 Ind. 645; 61 N.E. 583 (1901) (some citations omitted)).

Hitherto; Agents for the Principal: "STATE OF MICHIGAN" have repeatedly argued that police were "legally permitted" to arrest the "person" [MCL 440.1201(2), (aa)] for "assault" [MCL 750.81(1)] based upon Daniel Evans "reasonable belief". Government further predicates all actions of its agent, Daniel Evans, upon a corporate simulated "STATE OF MICHIGAN" policy [MCL 764.15 (1), (d)] that purports to make such statutory provision(s). Howbeit, the presupposed "assault" pretext, asserted by "STATE OF MICHIGAN" to justify its seizure of the vessel, is herein asserted and hereby proven to be implausible and unsustainable.

FOR EXAMPLE: The 9-1-1 dispatch recording reveals elements of a conspiracy to exaggerate and destroy evidence that proves Daniel Evans not only knew he arrested the "person" unlawfully, but in effect, that his actions constituted KIDNAP as defined by STATE law. More specifically, the 9-1-1 recording reveals the occurrence of a verbal exchange; whereby Daniel Evans elicited [former] "MICHIGAN STATE POLICE" Trooper: Devin Wilson to retrieve a written statement from Laird Weston. Several minutes then pass before Devin Wilson radioed back to Daniel Evans, informing "officer" Evans that Mr. Weston's written statement would not be useful because the subsequent "timelines" in that written version of his story didn't "make sense". [Reference: "COUNTY OF NEWAYGO" 9-1-1 Central Dispatch Audio Recording, between 17:00-24:00]

Once the April 14, 2016 "Probable Cause Hearing" concluded; Magistrate: Jonathan J. Morse had Affiant brought over from "NEWAYGO COUNTY JAIL" for a so-called "arraignment". Since the time of that "arraignment" proponents for the Business Trust and Life Estate, bearing the name: ISAIAH STEWARD ROBINSON, have discovered that said "arraignment" was more cognizably an arrangement. In particular, an arrange-meant to secure payment for "charges" FORGING MORTGAGE devices against the juristic "person" and Principal Party: ISAIAH STEWARD ROBINSON. In other words; the April 14, 2016 "Probable Cause Hearing" and "Arraignment" sequence were merely procedural facade(s), to wit: a series of "smoke and mirrors", that shrouded a rogue "Presentment for Acceptance" by "PEOPLE OF THE STATE OF MICHIGAN".

The latter exchange, i.e. an "arraignment" on the complaint, constituted "presentment" of the three-party-draft, to-wit: a "BILL OF EXCHANGE", in-privity-of-contract between agents "acting" to favor interest "held" by "UNITED STATES" doing business as "STATE OF MICHIGAN". In that [parallel] context the "draft" presented signified "COMMERCIAL PAPER" to execute "claimant's" demands for payment; whereby the natural "person" was theoretically made-over to [esoterically] denote the juristic "person". Since that time; the Living Man became an [assumed] asset represented (i.e. re-pre-sented) as the primary embodiment of an [unauthorized] Cestui Que Trust, to wit: as [ambiguous] PERSONALTY seized for "administration" by the MDOC Commercial Warehousing Enterprise. Seizure of the artificial "persons", cognizable "at law" as the [conceptual] embodiment eluded to above, has effectually worked to the benefit and perpetual profit of the [federalized] "STATE" incorporated-out-of Lansing (Michigan); for purposes of expanding INTERPLEADED FUNDS under its (de facto) "Public Policy".

COMMON LAW NOTICE: "Equitable subrogation is a legal fiction though which a person... pays a debt for which another is primarily responsible... best understood as allowing a wronged party to stand in the place of the client...; applied WHERE NO LEGAL PRINCIPLES EXIST upon which to grant relief, but justice requires that some form of recovery be permitted". {Hartford Accident & Indem. Co. v. Used Car Factory, Inc., 461 Mich. 215-216; 600 N.W.2d 632 (1999) (quoting in part from Atlanta, supra, at 522)}. "The questions in this case are: is the assumed name of the defendant corporation so similar to that of plaintiff as to mislead...; so similar, in fact, as to lead a person of ordinary intelligence to believe he was dealing with plaintiff; so similar in effect as to cause confusion, consequential in amount; and does the use of the name by defendant result in unfair competition and loss to the plaintiff by reason thereof ? {Schwannecke v. Genesee Coal & Ice Co., 262 Mich. 626, 247 N.W 761 (1933)}.

"Presentments" were maliciously and malevolently devised, by "CITY OF WHITE CLOUD", acting in concert with "COUNTY OF NEWAYGO", behind the [proverbial] "Corporate Veil" of "PEOPLE OF THE 'STATE' OF MICHIGAN", under the "STATE OF MICHIGAN" umbrella, to beguile Affiant using SUPERIOR KNOWLEDGE, STUDIED CONCEALMENTS, and MATERIAL MISREPRESENTATIONS; among other devices of FRAUD, and DECEPTIONS desirable for the incitement of COERCION, DURESS, and UNDUE INFLUENCES. Consequently, Affiant was forcibly induced-by-frauds, to [unwittingly] accept and/or acknowledge NEGOTIABLE INSTRUMENTS that "COUNTY" and "STATE" officers knew or should have known were in fact COUNTERFEITED and FORGED. But for "their" application of trickery devices, including but not limited to "FRAUD-IN-THE-INDUCEMENT" and "FRAUD-IN-THE-FACTUM", this writer, hereinbelow undersigned, could not have been [coercively] duped into any position of [unintelligently] ratifying "unauthorized process" [MCL 750.217c (7)]; now [actively] portrayed by "STATE OF MICHIGAN" as judicious "criminal" proceedings. In a [proper] commercial context, by construing the [January 9, 2017] JUDGMENT OF SENTENCE COMMITMENT TO DEPARTMENT OF CORRECTIONS, i.e. "judgment lien", strictly, in its most fundamental sense of constituting a bond or obligation of record (particularly for purposes of causing a misconduct investigation); all presumptions that the [implied] "Payor", i.e. Isaiah Steward Robinson, has assented to or ratified acceptance of any presentment by the "Drawer", i.e. "STATE OF MICHIGAN", does not meet the requirements of "good faith". More precisely, since agents for the principal did not "faithfully execute" duties associated with [certain] performances required to overcome their burden of "transferring" or else "conveying" liability affixed to the "Drawee", i.e. ISAIAH STEWARD ROBINSON. Those specific performances are essential to the debt instruments causing or effecting any responsibility or obligation incurred by the "Payor", to-wit: Affiant. Therefore the "Payee", i.e. STATE OF MICHIGAN [Treasurer], in such a capacity, has not been [properly] or lawfully authorized to release funds, or, perform its parallel [interpleader] duty as the [duplicitous] "insurer", i.e. the actual "surety", for the perspicuously fraudulent bond(s) arising from the [1/9/17] judgment, re: SSN/EIN: 371923142.

"STATE OF MICHIGAN" d/b/a "COUNTY OF NEWAYGO" has known all along that the initial police report, fabricated by Daniel Evans, was irreconcilably tainted from its inception. It is [quite] notably for that reason [only] Robert Mendham was elicited, by Daniel Evans and Robert M. Hayes, to provide testimony before Jonathan J. Morse. Even so, that SUPERIOR KNOWLEDGE reserved by "COUNTY OF NEWAYGO" Prosecutors d/b/a "PEOPLE OF THE STATE OF MICHIGAN" [likewise] explains why the material misrepresentation, evidenced by the testimony of Robert Mendham, had been imperative for the purposes of pretending that [alleged] assault was a reasonable premise to establish their [phantom] inference; hitherto believed to warrant seizure of the "persons" on April 13, 2016. Accordingly, the presiding "non-attorney Magistrate", Jonathan J. Morse, CANNOT cognizably or even plausibly contend that he had been oblivious to the [overt] flagrance of MISFEASANCE, MALFEASANCE, and NONFEASANCE that was condoned, concealed, negated and ultimately rewarded by his issuance of the arrest warrant. More specifically, when neither the complaint forged by Robert M. Hayes to obtain the warrant, or, the warrant and warrant returned forged by Robert Mendham to "cover-up" the false arrest by Daniel Evans, had alluded to or even indicated [the] wherefrom requisite to justifying, or at the [very] least substantiating, a basis for any reasonable/probable cause finding, whereas, such finding is unspecified by complaint and unidentifiable from the warrant.

Subsequently, during a [May 5, 2016] "Preliminary Examination" hearing in the matter, this writer argued before the 78th District Court bench of Judge: H. Kevin Drake, d/b/a H. KEVIN DRAKE (P-31607), thereby expounding upon a truth that each of the offenses formally stated in the complaint at issue had [incidentally] arose from an "arrest", which, was presupposed to have been based upon Daniel Evans "reasonable belief" that the accused assaulted Laird Weston. The point of elaborating the facts, as such, was to proffer absolute clarity regarding the truth, that, absent said "assault" accusation, never [formally] stated as any claim against the accused, the complaint presented before 78th District Court Magistrate: Jonathan J. Morse, on the 14th day of April (2016), having alleged no offense [germanely] relatable to the alleged assault or ANY cause for arrest, could have therefore CHARGED NO OFFENSE. At any rate, H. Kevin Drake elected to callously downplay the verity of the [perceivable] bindover objection, despite being required by "STATE" law to know "STATE" law, and, to enforce its system of [corporate simulated] "judicial" law without bias or prejudice. Consequentially, on the 27th day of October (2016), the "defendant" strawman, ISAIAH STEWARD ROBINSON, was ultimately "convicted" for several offenses said to be centered around "resisting" Daniel Evans [April 13, 2016] abduction, AFTER being precluded by 27th Circuit Court Judge: Anthony A. Monton, d/b/a ANTHONY A. MONTON (P-26051), from raising any defense reasonably premised upon the [irrefutably] UNLAWFUL ARREST.

Later, on [sentence date] January 9, 2017; this writer quibbled tediously with the 27th Circuit Court bench of Judge: Anthony A. Monton, to no avail. The court indicated directly above inevitably denied the Real-Party-of-Interest his FIDUCIARY PRIVILEGE, by depriving Affiant of the right to disaffirm any presumed contractual nexus, and/or, invoke [his] prerogative to withdraw the COMMERCIAL SIGNATURE from a document expressly regarded as "acknowledgement" of the MDOC Executory contract. Since that time Affiant has pursued a more meaningful comprehension, relative to that BREACH OF FIDUCIARY DUTY, manifestly, by recognition of the truth that deception, trickery, i.e. FRAUD-IN-THE-INDUCEMENT and FRAUD-IN-THE-FACTUM, as previously stated, were among the commercial [type] crimes perpetrated by agents for the Principal: STATE OF MICHIGAN to coerce and "entrap" this writer for the purpose of [prejudicially] gaining My endorsement of instruments "with neither knowledge nor reasonable opportunity to learn of their character or their essential terms", MCL 440.3305(1)(a).

ENUMERATED CAUSE OF ACTION SYNOPSIS

1. On the 13th day in April of 2016; the Complaining Witness was actuated with malice, fraud, and misrepresentation--by the "CITY OF WHITE CLOUD" Police Agency--in the "STATE OF MICHIGAN" political subdivision doing business as "COUNTY OF NEWAYGO", then, subsequently brought before the 78th Judicial [District] court and [unwittingly] subjugated to a [clandestine] insurance liability contract.

COMMON LAW NOTICE: "Malice in the legal sense is the intentional doing of a wrongful act without justification or excuse. And a 'wrongful act' is any act which in the ordinary course will infringe upon the rights of another to his damage, except it be done in the exercise of an equal or superior right". (Quoting: *Feldman v. Green*, 138 Mich. App. 371 (headnote 9); 360 N.W.2d 887 (1984)). "Fraud in the execution or factum means the proponent of the instrument told the signatory thereof that the instrument really didn't mean what it clearly said, and that the signatory relied on this fraud to his detriment". (*Paul v. Rotman*, 50 Mich. App. 463-464; 213 N.W.2d 590 (1973)). "It is generally recognized that fraud may be consummated by suppression of facts and of the truth, as well as by false assertions... since a suppression of the truth may amount to a suggestion of falsehood. It is the general rule that a party to a business transaction is under an obligation to exercise reasonable care to disclose to the other party, before the transaction is consummated, any subsequently acquired information which he recognizes as rendering untrue, or misleading, previous representations which, when made, were true or believed to be true.". (Quoting: *United States Fidelity & Guaranty Co. v. Black*, 412 Mich. 125, 313 N.W.2d 88 (1981) (citations omitted); See Also: *Strand v. Librascope, Inc.*, 197 F. Supp. 753 (U.S. Dist. 1961)).

2. After court-appointed [defense] counsel was foisted upon the [instant] Complaining Witness--despite his expressed contentions--a bond was posted to secure release of the [instant] Complainant's "person"; then, on the 5th in May of 2016, the defendant in [that] case was "bound-over" to Newaygo County 27th Judicial Circuit court, and a judgment was ultimately procured by fraud on the 27th day in October of 2016.

COMMON LAW NOTICE: "A surety bond for the purpose of assuring that a criminal defendant will appear at later proceedings is a contract between the government and the principal and surety". (*People v. Woodall*, 85 Mich. App. 515; 271 N.W.2d 298 (1978)). "A party who enters a general appearance and contest a cause on its merits submits to the jurisdiction of the court". (*Cross v. Department of Corrections*, 103 Mich. App. 413, 303 N.W.2d (1981)). However, the relationship between the insurer and... defense counsel, while less than a client-attorney relationship... differs because liability insurance policies typically include provisions that both obligate the insurer to provide the insured with a defense and entitle the insurer to control the defense...; the insurer has both a duty and a right in regard to the 'defense' of the insured. Accordingly, courts have consistently held that the defense attorney's primary duty of loyalty lie with the insured, and not the insurer. To hold that an attorney-client relationship exist between insurer and defense counsel could indeed work mischief, yet to hold that a mere commercial relationship exist would work obfuscation and injustice". (*Atlanta Int'l Ins. Co. v. Bell*, 438 Mich. 519-521; 475 N.W.2d 297 (1991)).

3. On the 9th day in January of 2017; the "COUNTY OF NEWAYGO" (i.e. bailor) issued the "MICHIGAN DEPARTMENT OF CORRECTIONS" (i.e. bailee) a so-called "JUDGMENT OF SENTENCE COMMITMENT TO DEPARTMENT OF CORRECTIONS", signifying the "Document of Title", with other documents annexed to evidence a "Record of Mortgage" and "Financing Statement".

COMMON LAW NOTICE: "Uniform Commercial Code provides that a person gives value for rights to collateral if the person acquires then in return for a [binding] COMMITMENT to extend credit or for the extension of immediately available credit... generally in return for any consideration sufficient to support a simple contract". (*Pittsburgh Tube Co. v. Tri-Bend, Inc.*, 185 Mich. App. 585; 463 N.W.2d 164 (1990)). "The earliest case involving the exercise of equitable jurisdiction over a mortgage... dates from the 13th century where... the creditor fraudulently contrived to procure the imprisonment of the debtor to prevent his redeeming the property pledged... What we now call a mortgage was at common law a conditional conveyance... by which the title... was to terminate or become absolute on the performance or nonperformance of the condition of grant..." (*Union Guardian Trust Co.*, supra, at 160-161). "If a grantee accept a deed, subject to mortgage incumbrances upon the property conveyed, containing a clause that he shall pay the incumbrances, he will then become liable for the payment thereof, and a personal decree may be rendered against him upon foreclosure... enforcement of the collateral obligation of a third person in a foreclosure suit... is permissive only, not obligatory, and will not be enforced to their prejudice, unless by their own contract or agreement they have themselves made necessary or imperative such enforcement". (*Gage v. Jenkinson*, 172-174, 24 N.W. 818 (1885)).

4. This suit entails COMMERCIAL matters involving a business dispute over title to ABSOLUTE, SUBSTANTIVE, and CONSTITUTIONAL RIGHTS regarding the "Business Trust" and concerning the Estate at issue.

5. Principal parties, against whom claims are individually and/or collectively alleged by this complaint; were [each] required to know [corporate] "STATE" OF MICHIGAN laws, and, required by the precise law under which they were and/or are [conventionally] authorized; to act according to the legislative guidelines encompassing relevant "Public Policy".

6. Agents for the principal have an obligation to [their] Principal "STATE" of MICHIGAN. Their [binding] obligation indubitably requires adherence to and compliance with [legislatively] promulgated civil, criminal, and administrative rules; particularly the [mandatory] procedures implemented [therewith] to delegate the authority of "STATE" agents, prescribe their powers, and regulate their conduct, duties, responsibilities, and obligations; as operatives vested to act [favorably] with respect to the interest of a [federalized] "STATE" [incorporated] within the Michigan government inherent in "We the People".

7. Conversely, with respect to any and all crimes, violations, and privations alleged [herein] against said operatives or agents otherwise acting under the [corporate] umbrella of the Principal: "STATE OF MICHIGAN"; this forum, to-wit: a Trustee ; is [humbly] entreated hereby to regard the relevant standard as follows:

COMMON LAW NOTICE: "Contracts must be freely entered into in order to be enforceable. An adhesion contract, in order to be unenforceable, must contain terms which the adherent is unaware of and which are beyond the reasonable expectations of an ordinary person or are oppressive or unconscionable. The term 'adhesion contract' refers to standardized contract forms offered to consumers of goods and services on essentially a 'take it or leave it' basis without affording the consumer a realistic opportunity to bargain and under such conditions that the consumer cannot obtain the desired product or services except by acquiescing in the form contract." [See: Brown v. Siang, 107 Mich. App. 91, 309 N.W.2d 575 (1981)]; and

"In the construction of mortgages, equity regards not the form but the substance of the terms used...." [See: Union Guardian Trust Co. v. Building Sec. Corp., 280 Mich. 144, 273 N.W. 424 (1937); and, Charles E. Austin, Inc. v. Kelly, 321 Mich. 426, 32 N.W.2d 694 (1948)]

8. This action [further] seeks to ascertain and invoke "claimant's" uniform rights, as a Titled-Sovereign-American; including but not limited to rights [generally] cognizable in the letter of U. S. Constitution, et. seq.; which, invocation must regard the Private and Personal Rights that embody fundamental Liberties, Liberty Interest, and Freehold.

9. These proceeding(s) undertake a demand for reinstatement of Suitors innate and universally recognizable rights to: recover, hold, and defend [total] dominion over the Living, Sentient, and Biological existence (e.g. the ego, words, concepts, thoughts, and ideas) necessary to recover, possess, hold, defend and control the property.

10. The real, i.e. corporeal and incorporeal, property entails Securities, Investments, Deeds and Titles, Chattel and Chattel Paper, Profits and Proceeds; along with similarly situated "Incomes" (i.e. in-comings) accruing and "Revenues" (i.e. re-venues) circulating, directly or indirectly, from the Principal party and "person": ISALAH STEWARD ROBINSON. Such property is cognizable by:

(a) The "Three-Party-Draft", to wit: "COMPLAINT|FELONY", signifying a "Bill of Exchange" on [arraignment date] April 14, 2016; and, recognized by:

(b) The [predicate] bond or obligation of record, i.e. "JUDGMENT OF SENTENCE COMMITMENT TO DEPARTMENT OF CORRECTIONS", purporting to abate and transfer Title Right(s) to the Real-Party-in-Interest over to, and, for administration by: "MICHIGAN DEPARTMENT OF CORRECTIONS"(MDOC) on or about [sentence date] January 9, 2017; then actualized by:

(c) The "AFFIDAVIT OF INDIGENCY AND FINANCIAL SCHEDULE" attached to and made a part of the "acknowledgement" presented for acceptance on [sentencing date] January 9, 2017; as a duplicitous "NOTICE OF RIGHT TO APPELLATE REVIEW AND REQUEST FOR APPOINTMENT OF ATTORNEY".

COMMON LAW NOTICE: "Every man has a right to the enjoyment of his property undisturbed by another, and equity will protect him in that enjoyment, provided there be a substantial injury done." [See: Ruehs v. Schantz, 309 Mich. 245, 15 N.W.2d 148 (1944)]

11. According to commercialized standards of [statutory] law, by which "agents" for the principal: "STATE OF MICHIGAN" are bound to certain performances under the corporate charter; a [January 9, 2017] "JUDGMENT OF SENTENCE COMMITMENT TO DEPARTMENT OF CORRECTIONS", hereafter, "Judgment of Sentence", is tantamount to a "Document of Title". [Reference: MCL 440.1201(2) (p)]

COMMON LAW NOTICE: "Any contract by which a mortgagor sells or conveys his equity of redemption to the mortgagee is viewed suspiciously and is carefully scrutinized by an equity court; the exchange must be fair, frank, honest, and without fraud, misconduct, undue influence, oppression, or unconscionable advantage of poverty, distress or fears of the mortgagor." [See: Russo v. Wolbers, 116 Mich App. 327, 323 N.W.2d 385 (1982)]

12. When perceived [esoterically] in light of definitions promulgated under [MICHIGAN] Uniform Commercial Code; the "Judgment of Sentence", i.e. mittimus order, purports to mortgage [regarded] "persons" by virtue of a Creditor Relationship between a "STATE" OF MICHIGAN, incorporated out of Lansing (Michigan), and, its [nebulous] "MICHIGAN DEPARTMENT OF CORRECTIONS" commercial warehousing enterprise.

13. "STATE" of "MICHIGAN" uniformities, relative to its Law Merchant practices, when considered in conjunction with practices it exercises in criminal process; quite exceptionally align with the cognitive fruition of a clandestine "bailment" being [unanswerably] evidenced by said mortgage. The amalgamation of said mortgage and bailment, with the ambiguity of so-called "criminal" procedures; presumes to rest upon the [ludicrous] assumption that the [natural] person has knowingly, willingly, and voluntarily waived or subrogated [unalienable] rights that would [otherwise] prohibit the notion of any "STATE" achieving such a bailment, and thereby, that "persons" have agreed to be imprisoned by tacit-yet-unwitting "acknowledgement" of unspecified terms and conditions embodying the "criminal" conviction. [Reference: MCL 440.1201(2) (p), and (r) (i) (ii)]

NOTE: Predominantly thereby does the corporate "STATE" assert and/or claim its assumed legal posture, that, the [natural] person has assented to becoming "surety" and "collateral" for payment of "charges" against the [juristic] "person" named for the "Prisoner", as the asserted "Accommodated Party".

COMMON LAW NOTICE: "Equity takes cognizance of case where one holding confidential and fiduciary relations to another, and thereby morally and legally bound to communicate facts, conceals them for his own benefit and profit and to the disadvantage of other." [See: Grigg v. Hanna, 283 Mich. 443, 287 N.W. 125 (1938)]

14. When correlated with other corresponding standards of laws that bind "agents" for "STATE OF MICHIGAN" to certain performances under THEIR individual contract; the "JUDGMENT OF SENTENCE" actualized in conjunction with the "AFFIDAVIT OF INDIGENCY AND FINANCIAL SCHEDULE" increasingly purports to adequately evince "Title Right", by cognizably constituting a "Record of Mortgage as Financing Statement". [Reference: MCL 440.1201(2) (p); and MCL 440.9502 et. seq.]

15. The "COUNTY OF NEWAYGO" bailer's appointment of "MICHIGAN DEPARTMENT OF CORRECTIONS" as bailee, via issuance of said "Document of Title"; also pretends to appoint "MICHIGAN DEPARTMENT OF CORRECTIONS" as [acting] Trustee for the [unauthorized] Cestui Que Trust account, thereby, tacitly supposing to grant the MDOC "Letters of Administration" to warehouse "fungible goods", and/or "fungible portions of an identified mass", i.e. "chattel" more commonly designated and typically referred to as:

ROBINSON, ISAAH STEWARD
MDOC Commercial Tracking Number: 462832

COMMON LAW NOTICE: "Where contract is claimed to have been induced by fraud or mistake relief traditionally rest exclusively in equity, as at law such contract is enforceable. [See: Solo v. Chrysler Corp., 408 Mich. 345, 292 N.W.2d 438 (1980)]; and

"No contract can arise except on the expressed mutual assent of the parties; a contract is made when both parties have executed and accepted it." [See: Brown v. Siang, 108 Mich. App. 504, 310 N.W.2d 441 (1981)].

16. Since approximately the 20th day of January (2017) "STATE OF MICHIGAN"; by and through its "MICHIGAN DEPARTMENT OF CORRECTIONS"(MDOC), "BUREAU OF HEALTHCARE SERVICES"(BHCS) and "CORRECTIONS MENTAL HEALTH PROGRAM"(CMHP) [subsidiaries], has inadvertently used devices constituting "SLAVERY" and "INVOLUNTARY SERVITUDE" as the means by which it has and is capitalizing upon "Security Interest" and "Exemption Priority" inherent in the natural "person", to wit: the Real-Party-of-Interest: Isaiah Steward Robinson.

17. On or about December 15, 2017; this writer provided the MDOC-CORRECTIONS MENTAL HEALTH PROGRAM with written notice, in accordance with relevant applications of [MICHIGAN] "Mental Health Code", to thereby terminate previous consent to voluntarily receive [Corrections] Mental Health Services. [Reference: MCL 330.2003b (b)]

18. From December 15, 2017-until-November 13, 2020; the Trust and Life Estate at issue was [subtly and secretly] subjugated to a continuity of FRAUDS by the MDOC-CMHP, under the FALSE PRETENSE that some medium of contract had concurrently existed; whereby the MDOC commercial enterprise could continue [pretentiously] accessing the "persons" [available] credit, charging the account for [its] feigned "treatment" and "services" supposedly being provisioned within the MDOC-CMHP.

COMMON LAW NOTICE: "Equity will take jurisdiction where one occupying fiduciary relationship violates his trust to prejudice of persons otherwise beneficially interested." [See: Grigg v. Hanna, 283 Mich. 443, 287 N.W. 125 (1938)]

19. Any semblance reckoned by "STATE OF MICHIGAN" [incorporated], a statutory entity (MI), 28 USC 3002; MCL 440.9307; UCC 9-307, supposing to amalgamate this writer with a Third-Party-Transferree, i.e. "straw-man", is hereby alleged to constitute (at a minimum) FRAUD, UNDUE INFLUENCE, and criminal collusions which include [perceptible] genocides by the corporate "STATE OF MICHIGAN"; showing its MALICIOUS INTENT to disenfranchise the Real Party of Interest from the inherent civil rights and innate political powers [cognizable] under the charter regarded as United States Constitution, et. seq.

20. In July of 2020; this writer became frustrated and otherwise perturbed after "commutative", "positive", "social", and "substantive" forms of the so-called "justice" believed to be indispensable to equality, impartiality, fairness, and JUDICIAL INTEGRITY had been [repeatedly] undermined and defeated by [Executive Branch] alliances between "MICHIGAN DEPARTMENT OF CORRECTIONS" and "MICHIGAN DEPARTMENT OF ATTORNEY GENERAL", with, [arguably] incited constituents amid the "STATE" Judicial Branch; using surreptitiously corrupt applications of its [corporate] Rules, Policies, and Procedures (among other [questionably] "legal" practices) embodying [federalized] "JUDICIAL" policies and agendas reservedly dormant within the principal "STATE OF MICHIGAN" judiciary.

21. Around (mid-)July of 2020 the Primary Agent began exhibiting this more profound legal posture, regarding the dispute over title; by petitioning for an "Insolvency Proceeding", and, for "Review of Bonds" associated with the [January 9, 2017] "Judgment of Sentence" [currently] used against the [natural] "person" to maximize profits and proceeds from the Cestui Que Trust "maintained" and "administrated" by department of corrections.

NOTE: Since that time, this writer, as the [sole] "holder-in-due-course", has been incrementally perfecting security interest [necessary] to challenge title right; by which the [corporate] "STATE" of MICHIGAN claims to restrain the [fundamental] liberties and liberty interest of the natural "person", as its [esoteric] embodiment of "the prisoner", i.e. an "association" and "corporation" pertinent to the "trust estate"; thereby perpetually capitalizing upon [mutual] "interest" (e.g. investment securities, incomes, revenues, and the like) provided by "valuable consideration" embodying the "Judgment of Sentence".

22. On or about November 13, 2020; the MACOMB CORRECTIONAL FACILITY(MRF)-Residential Treatment Program(RTP), i.e. the "treatment" team, was sent a "Secured-Party Service Agreement", with attachments in support, via MDOC Disbursement Authorization through the U.S. Postal Service.

23. On or about December 14, 2020; after MRF-RTP Personnel continued to dishonor the Primary Agent's offer entitled: "Secured-Party Service Agreement", Affiant followed-up with a document entitled "SECOND NOTICE", witnessed by an independent [neutral] party; then sent through the MRF institutional mail to RTP Personnel, advising [those] principal parties and agents about the potential for ramifications by administrative, civil or otherwise legal recourses for [continued] stultification of the [consumer] contract breaches.

24. On or about the 10th day of February (2021); complainant provided MDOC Director: Heidi Washington with [handwritten] COMMERCIAL NOTICE of existing FIDUCIARY BREACHES, and, of her [own] Personal Liability [potentially] incurred thereby. Said notice was sent Certified Mail by MDOC Expedited Legal Mail Form, via the U.S. Postal Service, and, receipt of said notice was acknowledged by Dir. Washington's [designated] agent, on or about February 16th 2021.

COMMON LAW NOTICE: "Notice, for purposes of defining a holder in due course, includes receiving a notice or notification of a fact or having reason to know that the fact exists from all the facts and circumstances known at the time in question. [See: Barbour v. Handlos Real Estate & Bldg. Corp., 152 Mich. App. 174, 393 N.W.2d 581 (1986)]

25. On or about March 17, 2021 this writer sought Administrative Remedy, via the MDOC Grievance Procedure; to expand the record by which stultification of said "Secured-Party Service Agreement" is documented as evidence. At any rate, the issue was only [further] negated by MDOC-MRF employees and contractors, including MDOC grievance "appellees", without a hint of reasonable consideration by MDOC Administrators.

26. Demonstrating [unequivocal] acts of REPRISAL for the MDOC Grievance Form filed on or about March 17, 2021; MRF-RTP Social Worker: Carol Wasiak MALICIOUSLY FALSIFIED and FABRICATED a Parole Board Psych Evaluation report, on or about April 7, 2021. That documented act of malice by Carol Wasiak resulted in the Real-Party-of-Interest being PREJUDICED, sustaining "irreparable injuries" and continuing damages, via a subsequent denial of the "prisoner's" parole, i.e. the parole board agency's decision to continue holding the Primary Agent as [presumed] surety [despotically] necessary to secure payment of the cumulative charge(s).

NOTE: Said "charges" include, but must not be construed as limited to claims [clandestinely] affixed as liability evidenced by the [supposed] bond or obligation of records, in the form of said "Judgment of Sentence", and, subsequent "charges" deposited into the Trust, via Chattel Paper for profit regarded as "prisoner misconducts".

27. On or about April 15, 2021; Carol Wasiak and Vasilis Pozios, acting [maliciously] in concert, imagined the plot to empanel a [sham] hearing committee for [capricious] enforcement of several malevolently devised Involuntary Treatment Orders.

28. On or about June 22, 2021; the final STEP-3 Appeal of the issue dated March 17, 2021 was mailed to the Grievance Section of MDOC Office of Legal Affairs. [Reference: Grievance Identifier: MRF 2021 03 0750 28B]

29. On or about July 12, 2021; the vehement torch of reprisal, under color of law, was relayed from co-worker and business partner Carol Wasiak to Social Worker: Alfred Taylor; who undertook revival of the [previous] 90-day Involuntary Treatment Order, wherefrom, another 90-day order was imposed on or about July 15, 2021.

"Equity can and should intervene whenever it is made to appear that one party, public or private, seeks unjustly to enrich himself at the expense of another on account of his own mistake and the other's want of immediate vigilance, litigatory or otherwise." [See: Spoon-Shacket Co. v. Oakland County, 356 Mich. 151, 97 N.W.2d 25 (1959)]

30. Between October 2020 and March 2022, acting as Agents to the Principal; CMHP Personnel: Carol Wasiak and Alfred Taylor, did, BREACH CONTRACT with the Principal by failure to comply with [legislative] responsibilities, obligations, and duties; including but not limited to a binding indenture to offer Civil Servitudes designated under Public Act 258 of 1974; Public Act 636 of 1978; and Public Act 252 of 1993. In that context, Carol Wasiak and Alfred Taylor are [therefore and hereby] alleged to have callously abused, misused, and neglected their [lawful] powers to "act" by [specifically] delegated and precisely regulated authority under the laws for "STATE OF MICHIGAN".

31. Most recently, between January 3, 2022 and January 10, 2022; Alfred Taylor and Vasilis Pozios expanded the "Represented persons" MDOC-CMHP record by means of yet another [unwarrantable] sequence being added to the continuity of their RETALIATORY CONFEDERACY.

32. As of January 12, 2022 the final "Involuntary Treatment Order", to date, was imposed by an MDOC-CMHP committee; with the expressed intent to INVOLUNTARILY force unspecified TOXIC CHEMICAL SUBSTANCES upon the Real-Party-of-Interest, under the pretense of "required treatment" to deliberately and subversively incapacitate or befuddle the Living Man, thereby, exhibiting overt RETALIATIONS for One's refusal to acquiesce in a manner that would concede to this manifestly [ongoing] "MISCARRIAGE OF JUSTICE", as-well-as, to the UNLAWFUL jurisdiction and authority of the MDOC.

33. QMHP Vasilis Pozios took occasion(s) several times, between April 15, 2021 and January 12, 2022; to boldly certify and stand by recommendations, stating [in so many words] that the use of mind altering [pharmaceutical] drugs would be a "suitable" means of discouraging, subduing, and preventing complainant from litigating matters pertinent to vindication, exoneration, and/or, reporting mental health recipient rights concerns. In fact, Vasilis Pozios has successively generated "CHJ-307" reports to hearing committees, using the premise that "Mr. Robinson has written several grievances and contacted various state agencies regarding his paranoid beliefs"; as being among the predicates supposing to recommend an Involuntary Treatment Order should be imposed. MDOC-QMHP Vasilis Pozios has even gone so far as to verbalize the same and similar pretense during Involuntary Treatment Order Hearings; to find occasion for the [corporate] "STATE" of Michigan to begin targeting complainant, all over again, with forced medication compliance for such purposes as subduing and stifling [his] cognitive functioning.

34. CMHP personnel at MACOMB CORRECTIONAL FACILITY (MRF), namely Carol Wasiak; Vasilis Pozios; Bianca Tic; and Alfred Taylor have colluded with their co-business partners and [clinical] colleagues to formulate a confederacy against the Private, Personal, and Uniform Rights of complainant's estate, and secure financial advantages that [unquestionably] benefit a Creditor Relationship between the corporate "STATE" OF MICHIGAN and its "MICHIGAN DEPARTMENT OF CORRECTIONS" commercial warehousing enterprise.

PLEASE TAKE NOTICE: Of all the [collective] evidentiary claims by Carol Wasiak, Alfred Taylor and Vasilis Pozios, supposing to be [cumulatively] substantiated by other [clinical] opinions and [feigned] claims; none of the QMHP's were ever able to present or otherwise provide evidence of [any] specific incident(s) or example(s) apart from six misconduct tickets written on March 1, 2021. With respect to those six "tickets" for "Disobeying a Direct a Order", reported on March 1, 2021; the (initial) "Prisoner Misconduct" report, by Sergeant Purdom's own admission, was written against complainant for refusing to abandon an oral grievance; therefore the actions construed as "misconduct" were clearly demonstrative of exercising conduct protected under the constitution. With regards to the five remaining "tickets", each arising from the same [3/1/21] incident; four of those five "Disobeying a Direct Order" claims (written for refusing the [same] strip search five [consecutive] times) were dismissed during [the] associated administrative process.

Provider Pozios [vaguely] attempts to expound upon those unsubstantiated and erroneous conclusions; by stating that "Mr. Robinson has displayed erratic behavior when paranoid, resulting in multiple 'ROBERTA-Rs' and suicide precautions in response to suicidal ideations." These statements are neither accurate or true, nor are there any instances of proof to substantiate those claims; especially as being evidence relevant or reliable for purposes of enforcing the sequence of Involuntary Treatment Orders spearheaded by Carol Wasiak in April 2021. When these and similar challenges to the accuracy, reliability, and relevancy of "evidence" were raised by complainant, before the [divers] hearing committees; each and every time the committees, comprised of Carol Wasiak and Alfred Taylor's coworkers and business partners, completely ignored, negated and disregarded this writer's objections to admissibility of the [tainted] evidence.

NOTE: The proximity between complainants' exercise of his Fiduciary Duty, pertinent to the Mental Health Consumer Contract, by undertaking prophylactic measures attempting to guarantee Recipient Rights protections; in contrast to, the date on which Carol Wasiak [first] sabotaged the "parole" probability before launching a campaign to attack the viability of complainant's mental fortitude; unquestionably completes the [requisite] circuit, connecting cause-with-effect to exemplify and demonstrate REPRISAL.

35. This complaint alleges the existence of a [confederate] status quo amid [principal] parties to the MDOC-CMHP conglomerate; whereby a [systemic] alliance is in place to [punitively] befuddle the consciousness of [undesirably mindful] individuals which have been "committed" to MDOC, including but not limited to this writer. As a Complaining Witness in this matter; the natural "person" has [repeatedly] witnessed and experienced executions of, and [other] attempts to execute, [customary] MDOC-CMHP practices for purposes of deliberately and intentionally inducing "PSYCHOTROPIC CONSTIPATION" by means of concocting [psychiatric] "PRESCRIPTION STRAITJACKETS" that numb-and-"govern mental" into a [lullabied] "state" of lethargic complacency.

NOTE: This action proposes investigation of these and other tactics being [unlawfully and inhumanly] imposed upon the [vulnerably defenseless] psyche's of helpless individuals, as [ad hoc] disciplinary measures applied by the MDOC-CMHP to [conveniently] mitigate or eliminate [perceivable] risks of [civil] liability and/or [potential] threats of [criminal] culpability against the [principal] "STATE" and its [corporate] constituency. Similar attempts to confuse and quiet this writer, dating back to as early as the 17th day of January (2017), are-in-fact [perspicuously] evinced by CMHP records as recent as the 28th day of October (2023), not limited to those in the form of Physician's Certification(s) made by "Forensic Psychiatrist": Vasilis Pozios on or about the dates of: 4/19/21; 7/12/21; 10/19/21; and 1/10/22, respectively.

36. The Primary Agent [additionally] submits that it would be impossible to ignore or else excuse such a [conspicuous] "proximate cause" as what lies between this writer's [November 13, 2020] "Secured-Party Service Agreement", followed by a [March 17, 2021] grievance that names "STATE" Agent: Carol Wasiak as being among the [foremost] culprits engaging in FRAUDS against the Principal Party's estate; which [then] obviously fueled the [vengeful] animosities exemplified by an [April 7, 2021] "Parole Board Psychological Evaluation" report being [blatantly] fabricated and [boldly] falsified in response to a [April 5, 2021] request for evaluation from the MDOC-Parole Board Agency, and, her subsequent undertakings of Involuntary Treatment Orders against the Suitor. {Reference: Grievance Identifier MRF 2106 1307 12B}

NOTE: Each time complainant was lured into a forum devised to subjugate him to a dubious MDOC-CMHP [adhesion] contract, via trickery and deceptions motivated by the aforementioned REPRISALS and FRAUDS; the Recipient Rights were [premeditatedly] IMPEDED and DEPRIVED, while, the [standard] mental health Consumer Contract provisions were being INFRINGED upon or else [overtly] VIOLATED by the respective Involuntary Treatment Committees being confederate with MRF-CMHP Personnel. The context of [most] privations and violations include, but must not be limited to, each individual committee members reliance on so-called "evidence" they knew or should have known contravened legislative requirements; by being [remarkably] irrelevant, repetitious, and unlikely to be relied upon by a person in the conduct of everyday affairs. At any rate, no committee was ever dissuaded from reliance upon the [violative] information; even in spite of having regarded statutes recited by this writer during those respective hearings.

37. Many shenanigans are subject to be exposed by examination of records surrounding the series of "Involuntary Treatment Orders", including the audio recordings made during the individual hearings, demonstrating how the motive(s) for instituting those "panel" hearings were [clearly] incited from a place of [mendaciously] unsubstantiated, exaggerated, and bias opinions rendered by [collusive] Corrections Mental Health Service providers in response to this writers "Secured Party Service Agreement" and ensuing grievances. The same illustrates subsequent FRAUDS occurring, in open perpetuity, revealed by the [presumed] Recipient being [repeatedly] certified as having a: "Delusional Disorder"; a "Paranoid Personality Disorder"; and an "Unspecified Anxiety Disorder".

38. Nevertheless, in light of no [remarkable] evidence of Grievant being a "person requiring treatment" as defined by "STATE" Mental Health Code; apart from a history of "psychiatric symptoms" induced by forced medication compliance dating back to early childhood, the record will show this writer has been victimized, traumatized, and suffered damages by having to experience and witness ongoing emotional and physical injury to himself and others within the MDOC-CMHP.

39. At which time the Complainant managed to overcome INTENTIONAL INFLICTIONS OF EMOTIONAL DISTRESS, having "came to his senses" by virtue of [spiritually] overcoming MENTAL ANGUISHES regarding [these] subjections-to-and-threats-of [traumas] associated with merely being in the DOC-RTP setting; this writer [forwardly] undertook prophylactic measure for [his] safety by means of assaying to proffer the "Secured Party Service Agreement" with MDOC-CMHP personnel.

NOTE: One's emotional and physical trauma was only exacerbated by the [concentrated] RETALIATIONS that ensued; beginning with the deceptively misleading "Parole Board Psych Evaluation" report, then, the multiple "Involuntary Treatment Orders" triggered and openly justified by One's [civil, criminal, and commercial] claims outlining this [instant] REQUEST FOR INVESTIGATION, surrounding FALSE ARREST, WRONGFUL CONVICTION, and UNLAWFUL IMPRISONMENT warranting [executive] redress of grievances.

Based exclusively on the reports submitted by MDOC-QMHP's to their "Involuntary Treatment Order" constituents; it cannot be [plausibly] denied that the clinical opinions synonymous with evidence to support those narratives hinge [remarkably] upon an underlying desire to silence this writers grievances and complaints. More precisely, grievances to "various state agencies" surrounding suspected and apparent abuses, including neglect, among other maltreatments of "mentally ill" and "developmentally disabled" individuals committed to the MDOC. For these reasons and more this action intends to expose and exploit inhumane, oppressive, vexatious, cruel, unusual, injurious, and therefore [contemptibly] unlawful practices and policies being implemented against and subjugated upon "mentally ill" and "developmentally disabled" individuals within the MDOC-CMHP, particularly at the ECF - START NOW derivative.

40. Since as early as [approximately] January 17, 2017; Mental Health Service Providers under (ambiguous) contract with the MICHIGAN DEPARTMENT OF CORRECTIONS (MDOC), a Commercial Warehousing Enterprise, have acted relentlessly and mercilessly against the regarded estate, as agents for the Principal: STATE OF MICHIGAN seeking to [consequentially] impose its [typically] unjust and unwarrantable "treatment" methods upon the Natural Born person: Isaiah Steward Robinson as a premise and predicate to "downplay" his civil and legal claims as symptoms of "mental illness".

41. On many if not most occasions alluded to; the "CORRECTIONS MENTAL HEALTH PROGRAM"(CMHP) has [perversely] exercised its [de facto] legislative power and authority, maliciously and nefariously, for [punitive] reasons which appear to be far outside the scope of any relevant ["public policy"] application.

42. After arriving at the MDOC-ECF facility, complainant was immediately and relentlessly subjected to situations [intentionally] devised to incite EMOTIONAL DISTRESS, DURESS, and MENTAL ANGUISH; that such might [deliberately] PROVOKE A MORE IMMINENT NEED FOR MENTAL HEALTH TREATMENT/SERVICES; only to have [any] such need, which may have arisen under the provisions of MDOC-CMHP "Mental Health Services" Policy Directive and Operating Procedure guidelines, either ignored, neglected, disregarded, and/or otherwise negated by the MDOC-ECF Corrections Mental Health Program conglomerate.

43. Without regard for the "NOTICE TO TERMINATE VOLUNTARY ADMISSION", or any subsequent "NOTICE OF FIDUCIARY BREACH" set forth in "good faith" by the Primary Agent/Fiduciary, to identify and denote those [concurrent] "BREACHES" occurring; the MDOC Commercial Warehousing Enterprise has continued to "hold" this writer as a POLITICAL HOSTAGE, by threats and inflictions of [physical and emotional] harm, violence, or death; exacting payment of "charges" levied against "Represented person[s]" named for the mortgagor, to-wit: "the prisoner" INTERPLEADED against, as evidenced by the "JUDGMENT OF SENTENCE COMMITMENT TO DEPARTMENT OF CORRECTIONS". [Reference: MCL 440.3307 et. seq.]

44. MICHIGAN DEPARTMENT OF CORRECTIONS, by and through its subsidiary corporation known as "CORRECTIONS MENTAL HEALTH PROGRAM"; has instituted a remarkable system of "double-standards", in connection to subsidies arising from [cumulative] sources of funding, premised upon [ambiguous] "Treatment and Services" that may or may not be available and provided to "persons" being committed to department of corrections.

NOTE: This suit entreats a Magistrate-Judge to call into question the [vague] predicates being used and applied by principal parties; to generate revenue(s) and other income(s), accruing from the monetization of "prisoner" debt, passing through CESTUI QUE TRUST account(s) "maintained" and "administrated" by department of corrections. In particular, this action seeks scrutiny and examination of the "STATE" Administrative methods and Commercial practices used against complainant, not unlike those criminalized under the [federal] Racketeer Influenced and Corrupt Organizations Act (i.e. "RICO ACT").

COMMON LAW NOTICE: "When any matter becomes involved in chancery suit, necessities of equity and justice require that all persons and all things concerned in controversy shall be brought before court to have their respective interest charged or protected, and to end controversy once and for all." [See: Sternberg v. Baxter, 373 Mich. 8; 127 N.W2d 872 (1964)]

45. Viewed circumspectly, the "double standards" referred to signify (as it were) "double dipping"; since Qualified Mental Health Professionals (QMHP's) under contract with MDOC contribute unequivocally, in a duplicitous fashion, to capital, interest, and revenue(s) circulating from "the prisoner". As such, revenue and income is generated by virtue of [receivership] security and credit the [natural] person provides in the capacity of presumed surety; being [likewise] construable as collateral to "prisoner" escrow accounts. The same proceeds and profits are indubitably returned back as income gained from stock sold in the prison system by underwriting prisoner accounts as PRIVATE INVESTMENTS SECURITIES.

46. On one hand, MDOC-CMHP contractors appear to be helping increase coffers for "STATE" OF MICHIGAN commercial revenue(s); by means of [co-signing] MDOC administrative processes that [forcibly] subject the Primary Agent to function as a BHCS-CMHP asset; under legislation promulgated to legitimize "Involuntary Treatment Orders" predicated upon the [subjective] clinical opinions of those same BHCS-CMHP contractors. In particular, on the basis of vague opinions that imply "the 'person' has a substantial disorder of thought or mood which significantly IMPAIRS JUDGMENT, BEHAVIOR, CAPACITY TO RECOGNIZE REALITY, and ABILITY TO COPE WITH ORDINARY DEMANDS OF LIFE". Howbeit, on the other hand, MDOC-CMHP clinicians have [also] regularly engaged in acts of [cognizable] FRAUD against the Business Trust and Estate; with repeated endorsements of [official] records and documents that insinuate the "persons" are [cognitively] lucid enough to be responsible for MDOC maintenances of "chargeable" actions and conduct, therefore, that the account ledger is liable on the public side for alleged "prisoner misconduct" charges, along with the cost incurred for "services" [purportedly] being rendered by [customarily] counterfeited and forged "Involuntary Treatment Order(s)".

—This writer has suffered, and continues to suffer, IRREPARABLE INJURY by Respondent Parties arising from the UNLAWFUL SEIZURE of "Corpus" and "Res" in the City of White Cloud, within the "STATE OF MICHIGAN" political subdivision designated "COUNTY OF NEWAYGO".

The undersigned is presently held; by threat of physical and emotional injury, violence, or death, inside the MICHIGAN DEPARTMENT OF CORRECTIONS(MDOC).

PLAIN STATEMENT AND ENUMERATION OF RELEVANT FACTS AND TRUTHS

PLAIN STATEMENT

These circumstances must necessarily be understood, to comprehend the much more germane fact, supported by incontrovertible truth, that no warrant supported by oath and/or affirmation, specific to the sole predicate for arrest, has ever issued. Therefore, in the absence of that predicate supported by oath and/or affirmation; the "defendant", to wit, the Petitioner in this matter, was unlawfully, thus unconstitutionally, arrested and is thereby Restrained of Liberty and Liberty Interest without any basis in fact, in law, and without any viable or genuine commercial premise.

The Petitioner's Constitutional privilege, "to be secure in... person, house, paper, and effect, against unreasonable search or seizure" was callously violated; since, a warrant DID ISSUE WITHOUT PROBABLE CAUSE.

Furthermore; where said warrant made no mention of the offense for which the " defendant " strawman had supposedly been seized, the feignedly exaggerated oath and affirmation, purportedly relied upon for said warrant to issue, DID NOT REASONABLY, LEGALLY, OR CONSTITUTIONALLY WARRANT SEIZURE OF THE [defendant's] "PERSON", PAPERS, OR EFFECTS.

The relevant compilation of court record(s), derived from various STATE OF MICHIGAN factions, departments, agencies, entities, and instrumentalities, clearly reflects, irrefutably, that Daniel Evans seized the vessel on April 13, 2016. Even so, the [corporate simulated] statutory law, applicable at the time to [practicably] bind "STATE OF MICHIGAN" agents to any charter for the same, sets forth the legislative requirement for an "ARREST WITHOUT A WARRANT", as follows:

"A peace officer WHO HAS ARRESTED A PERSON for an offense WITHOUT A WARRANT SHALL without unnecessary delay take the person arrested before a magistrate of the judicial district in which the offense is charged to have been committed, and SHALL PRESENT TO THE MAGISTRATE A COMPLAINT STATING THE CHARGE AGAINST THE PERSON ARRESTED." [MCL 764.13 et.seq.] (relevant emphasis added)

Generally cognizable "Rule of Law" for the Principal: STATE OF MICHIGAN [also] sets forth the term "legal process" to mean:

"A summons, COMPLAINT, pleading, writ, WARRANT, injunction, notice, subpoena, LIEN, ORDER, or other document issued or entered by or on behalf of a court or lawful tribunal or LAWFULLY FILED WITH OR RECORDED BY A GOVERNMENTAL AGENCY that is used as a MEANS OF EXERCISING OR ACQUIRING JURISDICTION OVER A PERSON OR PROPERTY; to assert or give notice of a LEGAL CLAIM AGAINST A PERSON OR PROPERTY, or to direct a person to take or refrain from an action"; and that

MCL 750.248(1), in pertinent part, provides that:

"A 'PERSON' WHO FALSELY MAKES, ALTERS, FORGES, or COUNTERFEITS a public record, or a certificate, return, or attestation of a clerk of the court, register of deeds, notary public, township clerk, or any other public officer, in relationship to a matter in which the certificate, return, or attestation may be received as legal proof, or a charter, will, testament, bond, writing obligatory, letter of attorney, policy of insurance, bill of lading, bill of exchange, promissory note, or an order, acquittance of discharge for money or other property, or a waiver, release, claim or demand, or an acceptance of a bill of exchange, or indorsement, or assignment of a bill of exchange or promissory note for the payment of money, or an account receipt for money, goods, or other property WITH INTENT TO INJURE OR DEFRAUD ANOTHER PERSON is guilty of a felony punishable by imprisonment for not more than 14 years." (added EMPHASIS are this writer's own).

Be that as it may "WHITE CLOUD CITY POLICE AGENCY" and "NEWAYGO COUNTY PROSECUTING ATTORNEYS OFFICE" were, each, individually and collectively, bound to these performances with respect to seizing and proceeding against the "persons" regarded by this complaint. Likewise, the "COUNTY OF NEWAYGO". 78th District Court was bound thereby, and, all were specifically required to proceed only on a complaint for which probable cause findings shall be tantamount to factual allegations stated therein. [Reference: MCR 6.102]

Whereas the "persons" were both seized and proceeded against by "unauthorized process" the charter was violated between Principal Parties and Agents, thereby, any contract cognizable by [general] Rule of Law for the Principal STATE OF MICHIGAN, which is presently regarded as binding this writer, subscribed hereinbelow, to any obligation of record arising from counterfeit and forged complaint at issues, has been BREACHED by the criminally CORRUPT CONDUCT IN OFFICE as outlined hereinabove.

ENUMERATED STATEMENT

(1) On April 13, 2016; "CITY OF WHITE CLOUD" Police Sergeant, Daniel Evans, did, Breach the Contract between Agent(s) and Principal(s) to "STATE OF MICHIGAN", in Violation of Legislative requirements and Constitutional mandates; whereas, Daniel Evans did: "SEIZE AND TAKE AWAY THE PERSONS BY FORCE OR FRAUD", under color of law, yet, contrary to Mich. Const. 1963 Art. 1, Sec. 11; and MCL 764.13 et. seq., thereby, [cognizably] constituting **"KIDNAP"**.

(2) On April 13, 2016; Daniel Evans, did also, Breach the Contract between Agent and Principal, in Violation of Legislative requirements and Constitutional mandates; whereas, Daniel Evans committed the crime of AGGRAVATED ASSAULT when he did CONSPIRE TO DRUG the Affiant, and, did cause physical injury to this writer by such CORPORAL PUNISHMENT, including [actual] ASSAULT and EXCESSIVE USE OF FORCE, after KIDNAPPING the natural and juristic "persons", under color of law, yet, contrary to MCL 750.81 (1), and, Mich. Const. 1963 Art. 1, Sec(s). 1, 2, 9, 11, 17, 20, and 21.

COMMON LAW NOTICE: "An officer of justice is bound to know the law, and if he makes an arrest which facts on which he proceeds would not justify, if true, he is a wrongdoer". [See Donovan v. Guy, 347 Mich. 457, 80 N.W.2d 90 (1956)]

(3) On April 14, 2016; Daniel Evans, did also, Breach the Contract between Agent and Principal, in Violation of Legislative requirements and Constitutional mandates; whereas, Daniel Evans did CONSPIRE, UNDER COLOR OF LAW, with "COUNTY OF NEWAYGO" Assistant Prosecuting Attorney: Robert M. Hayes and "CITY OF WHITE CLOUD" Police Chief: Robert Mendham, to CONCEAL CRIMES including but not limited to KIDNAPPING, "INVOLUNTARY INTOXICATION", ASSAULT AND BATTERY, and AGGRAVATED ASSAULT, then, UNLAWFULLY IMPRISON the "persons", after committing FRAUD ON THE COURT, thereby contravening, at a minimum: Mich. Const. 1963 Art. 1, Sec(s). 1, 2, 9, 11, 17, 20, and 21; as well as: MCL 750.217c (7), (b), (e), (i), (ii), thus [cognizably] constituting **"MISPRISION"**.

NOTE: "The 'United States' Attorney is the representative not of an ordinary party to a controversy, but of a sovereignty whose obligation to govern impartially is as compelling as its obligation to govern at all; and whose interest, therefore, in a criminal prosecution is not that it shall win a case, but that justice shall be done. As such, he is in a peculiar and very definite sense the servant of the law, the twofold aim of which is that guilt shall not escape or innocence suffer. He may prosecute with earnestness and vigor — indeed, he should do so. But, while he may strike hard blows, he is not at liberty to strike foul ones. It is as much his duty to refrain from improper methods calculated to produce a wrongful conviction as it is to use every legitimate means to bring about a just one." [See: Berger v. United States, 295 U.S. 78 (1935)]

(4) On April 14, 2016; "COUNTY OF NEWAYGO" Assistant Prosecuting Attorney, Robert M. Hayes, did, Breach the Contract between Agent(s) and Principal(s) to "STATE OF MICHIGAN", in Violation of Legislative requirements and Constitutional mandates; whereas, Robert M. Hayes did: CONSPIRE, UNDER COLOR OF LAW, with Robert Mendham and Daniel Evans, to CONCEAL CRIMES including but not limited to KIDNAPPING, "INVOLUNTARY INTOXICATION", ASSAULT AND BATTERY, and AGGRAVATED ASSAULT, then, UNLAWFULLY IMPRISON the "persons", after committing FRAUD ON THE COURT, thereby contravening, at a minimum: Mich. Const. Art. 1, Sec(s). 1, 2, 9, 11, 17, 20, and 21; as well as: MCL 750.217c (7), (b), (e), (i), (ii); thus [cognizably] constituting **"MISPRISION"**.

(5) On April 14, 2016; "CITY OF WHITE CLOUD" Police Chief, Robert Mendham, did, Breach the Contract between Agent(s) and Principal(s) to STATE OF MICHIGAN, in Violation of Legislative requirements and Constitutional mandates; whereas, Robert Mendham did: CONSPIRE, UNDER COLOR OF LAW, with Robert M. Hayes and Daniel Evans, to CONCEAL CRIMES including but not limited to KIDNAPPING, "INVOLUNTARY INTOXICATION", ASSAULT AND BATTERY, and AGGRAVATED ASSAULT, then, UNLAWFULLY IMPRISON the "persons", after committing FRAUD ON THE COURT, thereby contravening, at a minimum: Mich. Const. 1963 Art. 1, Sec(s). 1, 2, 9, 11, 17, 20, and 21; as well as: MCL 750.217c (7), (b), (e), (i), (ii); thus, also constituting [cognizable] **"MISPRISION"**.

COMMON LAW NOTICE: "A fraud is perpetrated upon a court when some material fact is concealed from that court or when some material misrepresentation is made to that court." [See: Banner v. Estate of Banner, 45 Mich. App. 148, 206 N.W.2d 234 (1973)]

(6) On April 14, 2016; "COUNTY OF NEWAYGO" Assistant Prosecuting Attorney, Robert M. Hayes, did also, Breach the Contract between Agent and Principal to "STATE OF MICHIGAN", in Violation of Legislative requirements and Constitutional mandates; whereas, Robert M. Hayes did: CONSPIRE, UNDER COLOR OF LAW, with Robert Mendham and Daniel Evans, to COUNTERFEIT INSTRUMENTS OF SECURITY by making the MATERIAL MISREPRESENTATION necessary to FORGE A CRIMINAL COMPLAINT, WARRANT, and WARRANT RETURN against the Affiant; causing a sequence of fraudulent "charges" to become lodged against the Trust and Life Estate of the "persons", having thereby contravened, at a minimum: Mich. Const. 1963 Art. 1, Sec(s). 1, 2, 9, 11, 17, 20, and 21; as well as: MCL 750.217c (7), (b), (e), (i), (ii); MCL 764.1 (1); MCL 764.1a (1), (2) (a)-(d); MCL 764.1c et. seq.; MCL 764.13 et. seq.; MCL 764.15 et. seq.; MCL 764.19 et. seq.; MCL 750.248 et. seq.; MCL 750.157a et. seq.

(7) On April 14, 2016; "CITY OF WHITE CLOUD" Police Chief, Robert Mendham, did also, Breach the Contract between Agent and Principal, in Violation of Legislative requirements and Constitutional mandates; whereas, Robert Mendham did: CONSPIRE, UNDER COLOR OF LAW, with Robert M. Hayes and Daniel Evans, to COUNTERFEIT INSTRUMENTS OF SECURITY by making the MATERIAL MISREPRESENTATION necessary to FORGE A CRIMINAL COMPLAINT, WARRANT, and WARRANT RETURN against the Affiant; causing a sequence of fraudulent "charges" to become lodged against the Trust and Life Estate of the "persons", having thereby contravened, at a minimum: Mich. Const. 1963 Art. 1, Sec(s). 1, 2, 9, 11, 17, 20, and 21; as well as: MCL 750.217c (7), (b), (e), (i), (ii); MCL 764.1 (1); MCL 764.1a (1), (2) (a)-(d); MCL 764.1c et. seq.; MCL 764.13 et. seq.; MCL 764.15 et. seq.; MCL 764.19 et. seq.; MCL 750.248 et. seq.; MCL 750.157a et. seq.

(8) On April 14, 2016; "CITY OF WHITE CLOUD" Police Sergeant, Daniel Evans, did also, Breach the Contract between Agent and Principal, in Violation of Legislative requirements and Constitutional mandates; whereas, Daniel Evans did: CONSPIRE, UNDER COLOR OF LAW, with Robert M. Hayes and Robert Mendam, to COUNTERFEIT INSTRUMENTS OF SECURITY, by arranging a MATERIAL MISREPRESENTATION necessary to FORGE FRAUDULENT CLAIMS, to-wit, a CRIMINAL COMPLAINT, WARRANT, and WARRANT RETURN against the Affiant, and caused a sequence of fraudulent "charges" to become lodged against the Trust and Life Estate of the "persons", having thereby contravened, at a minimum: Mich. Const. 1963 Art. 1, Sec(s). 1, 2, 9, 11, 17, 20, and 21; as well as: MCL 750.217c (7), (b), (e), (i), (ii); MCL 764.1 (1); MCL 764.1a (1), (2) (a)-(d); MCL 764.1c et. seq.; MCL 764.13 et. seq.; MCL 764.15 et. seq.; MCL 764.19 et. seq.; MCL 750.248 et. seq.; MCL 750.157a et. seq.

(9) The Principal: STATE OF MICHIGAN, Executive Branch, et. al.; by and through its MDOC Agents: Heidi E. Washington and William Zeerip; has CONSPIRED, under color of law, with the [Executive Branch] PAROLE BOARD AGENCY and MICHIGAN DEPARTMENT OF ATTORNEY GENERAL (MDOC Division), to intentionally, knowingly, and willfully possess a COUNTERFEITED and FORGED SECURITY INSTRUMENT, to wit the [January 9, 2017] "JUDGMENT OF SENTENCE COMMITMENT TO DEPARTMENT OF CORRECTIONS", [unscrupulously] certified by the MDOC Office of "Legal and Prisoner Affairs", Litigation Specialist: **Kristin VanHatten**, as a "record regularly compiled and maintained in the normal course of business of the Michigan Department of Corrections"; whereby it is evidenced that the record is [specifically] "compiled and maintained" contrary to: Mich. Const. 1963 Art. 1, Sec(s). 2, 3, 9, 17, and 21; as well as: MCL 750.157a (d); MCL 750.248 et. seq.; MCL 750.249 et. seq.; MCL 750.505 et. seq.; and MCL 752.11 et. seq.

(10) The Affiant, Complainant, Grievant, and natural "person", Isaiah Steward Robinson, is currently held UNDER COLOR OF LAW by the MDOC-Parole Board Agency, behind the boundary-lines for the "War Den" of the MICHIGAN DEPARTMENT OF CORRECTIONS- OAKS CORRECTIONAL FACILITY, located at 1500 Cabarfae Hwy. Manistee, MI 49660-9200; as a POLITICAL HOSTAGE and [purported] "PRISONER", under circumstances constituting SLAVERY and INVOLUNTARY SERVITUDE, for cryptic ransom surrounding COUNTERFEITED AND FORGED DEBT INSTRUMENTS levied against the juristic "person", alleging a bond or obligation of record, i.e. a [January 9, 2017] "JUDGMENT OF SENTENCE COMMITMENT TO DEPARTMENT OF CORRECTIONS", [unscrupulously] certified by the MDOC Office of "Legal and Prisoner Affairs", Litigation Specialist: **Kristin VanHatten**, as a "record regularly compiled and maintained in the normal course of business of the Michigan Department of Corrections"; whereby it is evidenced that the record is [specifically] "compiled and maintained" contrary to: Mich. Const. 1963 Art. 1, Sec(s). 2, 3, 9, 17, and 21; as well as: MCL 750.157a (d); MCL 750.248 et. seq.; MCL 750.249 et. seq.; MCL 750.505 et. seq.; and MCL 752.11 et. seq.

* ECCLESIASTICAL [common law] NOTICE: "Therefore, brethren, WE ARE DEBTORS, NOT TO THE FLESH, TO LIVE AFTER THE FLESH. For if ye live after the flesh, ye shall die: but if ye THROUGH THE SPIRIT DO MORTIFY THE DEEDS OF THE BODY, ye shall live. For as many as are led by the Spirit of God, they are the Sons of God. FOR YE HAVE NOT RECEIVED THE SPIRIT OF BONDAGE AGAIN TO FEAR; but ye have received the Spirit of Adoption, whereby we cry Abba, Father. THE SPIRIT ITSELF BEARETH WITNESS WITH OUR SPIRIT, THAT WE ARE THE CHILDREN OF GOD: AND IF CHILDREN, THEN HEIRS; HEIRS OF GOD, AND JOINT-HEIRS WITH CHRIST; if so be that we suffer with him, that we may be also glorified together." {Reference: The Holy Bible, King James Version, Book of The Epistle of Paul the Apostle to the Romans, Chapter 8, Verses 12 through 17} (added EMPHASIS are this writer's Own).

PLAIN STATEMENT OF THE CLAIMS

Complainant/Claimant (by and through this [instant] presentment) further sets out to evidence "BREACH OF TRUST" and, other "BREACH OF CONTRACT" between We, the People, and a Constitutional Trust form of government; by stating that:

CLAIM-ONE: Acting in [his] pretentiously "official" capacity, as an agent for the Principal: STATE OF MICHIGAN; on [April 13, 2016] the living, breathing, sentient being: Daniel Evans, did, contrary to the Constitutional {Trust} agreement(s), take and restrain the regarded "person" to be held as a hostage turned slave, in involuntary servitude, for ransom and/or reward. {Reference(s) MICH. CONST. 1963, Art. I, Sec(s). 9 and 11; and U.S. CONST., Amend(s). IV and XIII [Sec. 1]}

COMMON LAW NOTICE: A person can be convicted of kidnapping if it is proven beyond a reasonable doubt that the person willfully, maliciously, and without legal authority, forcibly or secretly confined or imprisoned any other person... against his will... or forcibly seized or confined, or inveigled or kidnapped any other person with intent to extort money or other valuable thing thereby or with intent to either cause the person to be secretly confined or imprisoned... against his will, or to cause the person to be in any way held in service against his will. {See: People v. Wesley, 421 Mich. 375, 365 N.W.2d 692 (1984); People v. McNeal, 152 Mich. App. 404, 393 N.W.2d 907 (1986)} The phrase "as a hostage" as used in the statute punishing the taking of a hostage [by a prisoner] implies the unlawful taking, confining, or restraining of a person with the intent that the person, or victim, be held for security for the performance, or forbearance, of some act by a third person. {See: People v. Cousins, 139 Mich. App. 583, 636 N.W.2d 285 (1984)}

CLAIM-TWO: Acting in [their] pretentiously "official" capacity(-ies), as agents for the Principal: STATE OF MICHIGAN; on [April 14, 2016] the living, breathing, sentient being(s): Robert M. Hayes, Robert Mendham, and Jonathan J. Morse, did: conspire to achieve "control of letter-of-credit right", fraudulently, under false pretense, by: uttering and publishing as true a false, forged, altered, or counterfeit: public record, certificate, return, or attestation of a clerk of a court, register of deeds, notary public, township clerk, or other public officer, in relationship to a matter in which the certificate, return, or attestation may be received as legal proof, or a charter, bond, writing obligatory, letter of attorney, policy of insurance, bill of exchange, promissory note, or an order, acquittance of discharge for money or other property, a waiver, release, claim, or demand, or an acceptance of a bill of exchange, or indorsement, or assignment of a bill of exchange or promissory note for the payment of money, goods, or other property, including any instrument or other writing: constituting an obligation or security of the "United States", with the intent to injure or defraud the Business Trust, including but not limited to Beneficiaries and Creditors'.

COMMON LAW NOTICE: Criminal conspiracy involves a mutual agreement or understanding, expressed or implied, between two or more persons to commit an unlawful act or to accomplish a legal act by unlawful means; the crime is complete upon the formation of an agreement, and it is not necessary to establish any overt act in furtherance of the conspiracy. {See: People v. Tenerowicz, 266 Mich. 276, 253 N.W. 296 (1934); People v. McKenna, 282 Mich. 668, 276 N.W. 718 (1937); and, People v. Carter, 415 Mich. 558, 330 N.W.2d 314 (1982)}

* ECCLESIASTICAL [common law] NOTICE: "For the mystery of iniquity doth already work: only he who now letteth will let, until he be taken out of the way. And then shall that wicked be revealed, who the Lord shall consume with the spirit of his mouth, and shall destroy with the brightness of his coming: Even him whose coming is after the working of Satan with all powers and signs and lying wonders, with all deceivableness of unrighteousness in them that perish; because they received not the love of the truth, that they might be saved. For this cause God shall send them strong delusion, that they should believe a lie: That they all might be damned who believe not the truth, but had pleasure in unrighteousness." {Reference: The Holy Bible, King James Version, Book of The Second Epistle of Paul the Apostle to the Thessalonians, Chapter 2, Verses 7 through 12 (quoted in pertinent part)} (added EMPHASIS are this writer's Own).

CLAIM-THREE: Acting as agents favoring interests of the Principal: STATE OF MICHIGAN, between: [May 5, 2016] and [October 27, 2016]; the living, breathing, sentient being(s) who go by: H. Kevin Drake, and, Anthony A. Monton, did: conspire to conceal: fraud upon the court, via: falsification, altering, forgery, and counterfeiting of [official] public records by: Robert M. Hayes; Robert Mendham, and Jonathan J. Morse (i.e. the "criminal complaint", "warrant", and "warrant return" dated the 14th day of April 2016), thereby, also conspiring to conceal Daniel Evans "unconstitutional seizure" of the {Trust} "corpus" and "res" on the 13th day of April 2016, among other corrupt and criminal conduct in office.

COMMON LAW NOTICE: An accessory after the fact, at common law, is one who, with knowledge of another's guilt, renders assistance to him in the effort to hinder his detection, arrest, trial, or punishment. Being an accessory after the fact is a common-law felony in Michigan. {See: People v. Mitchell, 138 Mich. App. 163, 360 N.W.2d 158 (1984)} Essential of crime of misprision of felony at common law was concealment of knowledge of felony so as to constitute offender in that respect an accessory after the fact. {People v. Lefkovitz, 294 Mich. 263, 293 N.W. 642 (1940)}

"WOE UNTO THEM THAT DECREE UNRIGHTEOUS DECREES, and that write grievousness which they have prescribed;

TO TURN ASIDE THE NEEDY FROM JUDGMENT, AND 'TO TAKE AWAY THE RIGHT' FROM 'THE' POOR OF MY 'PEOPLE', that widows may be their pray, and that they may rob the fatherless!

And what will ye do in the day of visitation, and in the desolation which shall come from afar? to whom will ye flee for help? and where will ye leave your glory?

WITHOUT ME THEY SHALL BOW DOWN UNDER THE PRISONERS, and they shall fall under the slain. For all this his anger is not turned away, but his hand is stretched out still. [Reference: The Holy Bible, King James Version, Book of Isaiah, Chapter 10, Verses 1 through 4] (added EMPHASIS is this writer's own).

CLAIM-FOUR: Despite individually and collectively being proffered notice of an ongoing [civil-and-criminal] "chain conspiracy", on superfluous occasions between the months of June and October, in the year 2022; the "STATE OF MICHIGAN" (et. al.); i.e. the [Executive] Branch (by and through the living, breathing, sentient beings who go by: Gretchen Whitmer, Dana Nessel; and Heidi Washington), the: [Judicial] Branch (by and through its "COUNTY OF MACOMB" political subdivision, and, the living, breathing, sentient being who goes by: Edward A. Servitto), along with the: [Legislative] Branch; particularly, the "House of Representatives" and "Office of the Legislative Corrections Ombudsman" (by and through the living, breathing, sentient beings who go by: Scott VanSingel, and, Eric Mattson); since [repeatedly] dishonoring said "notice", are now found complicit in the above-indicated conspiracy to: injure, oppress, threaten, and intimidate the "person" in [his] free exercise and enjoyment of rights and/or privileges secured by the Trust compacts between governments and the people, to-wit: the Constitutions, under color of "STATE" implemented: law, statute, ordinance, regulation, custom, policy(-ies), procedures, or rules that willfully subject the "person" to privations of: rights, privileges, benefits, and immunities not limited to entitlements and protections secured under contracts between government(s) and We, the People. {Reference(s): MICH. CONST. Art. I, [Sec(s). 1, 2, 3, 10, 12, 16, 17, 20, and 24]; U.S. CONST., Art IV [Sec(s). 2, 3, and 4]; Art. VI; AMEND(s). I, V, VI, IX, X]

COMMON LAW NOTICE: A conspiracy may be established by circumstantial evidence, and positive proof is not required, but circumstances must be within the safe bounds of relevancy and be such as to warrant fair inference of ultimate facts. {See: People v. Brynski, 347 Mich. 599, 81 N.W.2d 374 (1957)} Great latitude must be allowed in reception of circumstantial evidence in conspiracy prosecution, jurors should have before them and are entitled to consider every fact which has bearing on the tendency to prove ultimate fact in issue and which will enable them to come up to a satisfactory conclusion. {People v. Fleish, 321 Mich. 443, 32 N.W.2d 700 (1948)} Conspiracy may be based on inferences and established by circumstances. {People v. Tinch, 11 Mich. App. 700, 162 N.W.2d 151 (1968)}

CLAIM-FIVE: Since on or about the 30th day of September 2020, shortly after the "prisoner" Trust Account Caseload was transferred from: "RICHARD A. HANDLON CORRECTIONAL FACILITY" (MTU) to: "MACOMB CORRECTIONAL FACILITY" (MRF); "MICHIGAN DEPARTMENT OF CORRECTIONS" (MDOC) has: knowingly, willingly, intentionally and, voluntarily-by-collusions-and-frauds: administered and maintained "control of letter-of-credit right" to escrow, despite having received notice or had reason to know the record (i.e. "JUDGMENT OF SENTENCE COMMITMENT TO DEPARTMENT OF CORRECTIONS") certified [October 14, 2019] by "Litigation Specialist": Kristen VanHaften as a "record regularly compiled and maintained in the normal course of business of the Michigan Department of Corrections" issued, incontrovertibly, under invalid statutory authority, therefore is: false, forged, altered, or counterfeit, whereas: on [April 14, 2016] security instruments simulating "legal process" were prepared and issued by or on behalf of: "STATE OF MICHIGAN" d/b/a "COUNTY OF NEWAYGO", which, purported and represented itself to be a: lawful tribunal or a court, public officer, or other agency created, established, authorized, or sanctioned by law, but, that is not a lawful tribunal or a court, public officer, or other agency created, established, authorized, or sanctioned by law, and thereby: security instruments that would otherwise be legal process except: those instruments were not issued or entered by or on behalf of a court or lawful tribunal or lawfully filed with or recorded by a governmental agency "AS REQUIRED BY LAW", thus, did give rise to theft and counterfeiting of securities, including but not limited to: the predicate "JUDGMENT OF SENTENCE COMMITMENT TO DEPARTMENT OF CORRECTIONS" regularly compiled and maintained in the normal course of business of the Michigan Department of Corrections".

COMMON LAW NOTICE: Fraud may be consummated by suppression of facts and of the truth where there is a legal or equitable duty of disclosure; one who remains silent when fair dealing requires him to speak may be guilty of fraudulent concealment. A trial court erroneously concluded that a plaintiff underwriter had no duty to defendants who were negotiating an indemnity agreement required by the underwriter for performance bonds to disclose that the underwriting requirements for the bonds had been modified where the trial court specifically found that two employees of an insurance agency were agents of the plaintiff underwriter; the defendants had discussed with the agent their concern about potential liability under the indemnity agreement and were openly trying to limit that liability; and the agents knew, or should have known, that the defendants were relying on their representations that all the underwriting requirements had been met. {See: United States Fidelity & Guaranty Co. v. Black, 412 Mich. 99, 313 N.W.2d 77 (1981)}

CLAIM-SIX: Since as early as [August 19, 2020], and, as recent as May 21, 2024; the MDOC-Parole Board (an Executive Branch Agency)-acting (by and through its agents: Melissa K. Jennings; Jerome Warfield, Jr.; Sonia Amos-Warchock; Edwin M. Heap; and Anthony King) on behalf of the Principal: STATE OF MICHIGAN, incorporated, continues to injure Complainant on the basis of a pretentious presumption the "STATE" agency has somehow: "attained jurisdiction over the sentence of the prisoner", and is thereby: tasked with modification of the bailment/mortgage, which, directly corresponds with the conspiracy to [corruptly and criminally] achieve "control of letter-of-credit right", by fraud and under false pretense, via: uttering and publishing as true a false, forged, altered, or counterfeit "JUDGMENT OF SENTENCE COMMITMENT TO DEPARTMENT OF CORRECTIONS", even irrespective of the "Letter Rogatory" sent Certified Mail [on June 22, 2021] to: (i) George Stephenson, MDOC-MRF Warehouseman; (ii) Sonia Amos-Warchock, MDOC-Parole Board Agency "member"; Jonathan J. Morse, 78th District Court Magistrate and "Drawer" of the aforementioned "Three-Party-Draft" (dated 4/14/16); and Anthony A. Monton, 27th Circuit Court Judge and "Issuer" of the predicate bond and obligation of record, i.e. "Judgment of Sentence" (dated 1/9/17), among superfluous other instances of "notice" Claimant has proffered to: "STATE OF MICHIGAN", "MICHIGAN-DEPARTMENT OF CORRECTIONS" and, exclusively, to: the MDOC-Parole Board Agency, with respect to the same agencies complicity in the aforesaid conspiracy(-ies) to: kidnap, hold hostage, and unlawfully imprison Complainant in violation of the Trust Contracts (i.e. the Constitutions).

COMMON LAW NOTICE: The parole evidence rule precludes the admission of evidence of antecedent understandings and negotiations to vary or contradict a contract which the parties have agreed is complete and integrated; however extraneous evidence of prior or contemporaneous agreements or negotiations is admissible as it bears on the threshold of question of whether a written instrument is such an integrated agreement. There must be a finding that the parties intended a written instrument to be a complete expression of their agreement as to the matters covered before the parole evidence rule may be applied to exclude extrinsic evidence concerning the agreement. {See: Omega Constr. Co. v. Murray, 129 Mich. App. 509, 341 N.W.2d 535 (1983)}; and:

Where discretionary power of an administrative agency is abused, court has a duty to issue injunctive restraint. {See: Heirs v. Brownell, 376 Mich. 225, 136 N.W.2d 10 (1965)} Where person holding confidential and fiduciary relations to another and thereby morally and legally bound to communicate facts, conceals them for his own benefit, and to disadvantage of other, he is guilty of fraud entitling defrauded party to relief in equity; and it makes no difference that an adequate remedy exist at law, for equity has concurrent jurisdiction in such case. {See: Cass County v. Shattuck, 288 Mich. 555, 285 N.W. 454 (1939)}; at any rate:

Fraud in execution of an INSTRUMENT OF RELEASE, WHEREBY PROPONENT THEREOF TELLS SIGNATORY THAT INSTRUMENT DOES NOT MEAN WHAT IT CLEARLY SAID, voids instrument and does not require signatory to return consideration as prerequisite to setting aside alleged bargain. {See: Paul v. Rotman, 50 Mich. App. 459, 213 N.W.2d-588- (1973)}-(relevant EMPHASIS-added)-In case of executory contracts, refusal to perform obligations thereunder, and defense of action brought thereon, are all defrauded party can do by way of asserting his right to disaffirm the contract and, unless his silence or delay has operated to prejudice of other party, he may assert his right when his adversary first asserts his claim by action. {See: Jack Mann Chevrolet Co. v. Associates Inv. Co., 125 F.2d 778 (1942)}

CLAIM-SEVEN: "MICHIGAN DEPARTMENT OF CORRECTIONS", by and through its final policymakers and, Director: Heidi E. Washington, has established, implemented, and currently practices customs and policies to authorize, condone, tolerate, ignore, negate, and conceal crimes committed, occurring, and ensuing within penal institutions of this "STATE", including (1) selectively: conducting inadequate and otherwise perfunctory investigations into [nefarious] acts of criminal mischief and retaliations by its officers, and/or, [malevolently] corrupt acts and conduct by individuals which are the subject of judicial liens "maintained" in the normal course of business; (2) arbitrarily: rejecting, denying, or outright ignoring grievances of serious consequence, when submitted by individuals who are the subjects of the commitment order(s) it "maintains" in the normal course of business, often times to shield its employees and contractors from punitive consequences and/or otherwise precludes them from culpability/liability they might otherwise incur for egregious and often unconscionable actions or inactions taken, (3) failing to implement policy and procedure to insure that "persons" committed are not the victims of police, prosecutorial, or else judicial misconduct, following the recent influx of "wrongful convictions" being exposed in cases where individuals' liberties and liberty interest have been restrained, in many instances, for consecutive decades, (4) refusing to [independently] investigate and/or even reasonably consider [viable and substantiated] claims involving serious crimes like "kidnapping", "theft and counterfeiting of securities", or "unlawful imprisonment" when formally presented in the form for a [constitutional]-petition for [governmental] redress of grievance, (5) negating and concealing evidence and other proof of individuals being illegally restrained of their fundamental right to freedom by department of corrections, (6) failing to disclose to its employees and contractors the vital relevancies of the MDOC Trust Account, with respect to the functionality of those employees and contractors who often operate interchangeably in an administrative capacity, and/or, commercialized settings within the MDOC-Commercial Warehousing Enterprise.

COMMON LAW NOTICE: [The] Department of Corrections has jurisdiction over, and authority to control, the activities in penal institutions of this state. In [Green v. Dep't of Corrections, 386 Mich. 459, 192 N.W.2d 491 (1971)]; the Michigan Supreme Court held that the department has the primary responsibility over the well-being of incarcerated state prisoners whenever such prisoners are held in any penal institution over which the department has jurisdiction. {See: Cross v. Department of Corrections, 103 Mich. App. 409; 303 N.W.2d 218 (1981) (statutory citations omitted)}; and

DEMAND FOR REDRESS OF GRIEVANCE

NOW, THEREFORE: In order to protect, secure, hold or otherwise save harmless and fully indemnify the said: "Isaiah Steward Robinson", from and against all further: injury, damage, liability, harassment, prejudice, discrimination, retaliation, malice, danger, fatality or the like threats and/or executions being or to potentially be suffered at the whims of Principal(s) and Agent(s) for department of corrections, a statutory entity (MDOC), by reason or on account of being [presumed] for the suretyship; it is further hereby agreed that: all interest of said "ISIAAH STEWARD ROBINSON"(Subrogee) to and in said Contract shall be, and is hereby, assigned to said "Isaiah Steward Robinson"(Subrogor), with full power and authority to control the same in every respect, as if he were the original contractor, and: to receive any and all [subrogative] redemption-of-equity for all payments, restitution, and compensation with respect to the real and intellectual property secured by the Allodial Deed recorded and signed [June 27, 2022] by the "Macomb County Clerk" (ANTHONY G: FORLINI), and/or, embodied by the "Cestui Que Vie" presently administered and maintained by "MICHIGAN DEPARTMENT OF CORRECTIONS"

NOTE: The "Secured-Party Service Agreement" had been indicative of a [formal] offer to contract; whereby this writer had proffered COMMERCIAL NOTICE that no existing Contract (e.g. agreement) or Legal Process (e.g. Involuntary Treatment Order) was, at the time, current to condition legality of the expected CMHP participation being [forcibly] imposed. Said NOTICE [primarily] sought to establish a [figurative] platform of reciprocity; wherefore [private] stipulations to precise and mutually agreeable terms of Mental Health Services might have been achieved under less [illegitimately] invasive Treatment Conditions.

COMMON LAW NOTICE: "The law in Michigan recognizes an action for negligent interference with a contractual relationship based on a defendant's failure to perform a contract with a third party where the duty breached is imposed by the common law and not by the contract. [See: Freeman-Darling, Inc. v. Andries-Storen-Reynaert Multi Group, Inc., 147 Mich. App. 282, 382 N.W.2d 769 (1985)]

Hereby an agreement is made in consideration for return of property wrongfully taken and fraudulently conveyed/transferred. Valuable consideration for the return of said property shall include restitution for all profits and proceeds; which must include any unjust enrichments, ill-gotten gains, and Equity-of-Subrogation arising from liabilities of the Subrogor in the matter, re: ISIAAH STEWARD ROBINSON.

COMMON LAW NOTICE: Courts of equity have concurrent jurisdiction with courts of law to grant relief from fraud. [Hubert v. Joslin, 285 Mich. 337, 280 N.W. 780 (1939)] When equity jurisdiction exist it may be exercised by granting reliefs which are peculiarly equitable, or reliefs which are wholly pecuniary, and therefore legal, and the court can always shape its remedy so as to meet the demands of justice in every case, however peculiar. [Herpolsheimer v. A. B. Herpolsheimer Reality Co. 344 Mich. 657, 75 N.W.2d 333 (1956)]

TO BE CLEAR: In addition to other considerations, by which receipt hereof shall constitute acknowledgement thereof; Claimant demands relief and remedy as follows:

1. Return of any and all other property seized on or since April 13, 2016; under statutory authority purported for an alleged violation of the "STATE" misdemeanor assault codification [Reference(s): MCL 764.15 (1), (d); MCL 764.81(1)], including but not limited to property held (respectively) since October 27, 2016 for [supposed] violations of: MCL 750.377a (1) (d); MCL 750.377b; MCL 750. 81d (1); and MCL 750.81(1), pursuant to the statutory provisions of MCL 769.12; each individually and collectively constituting commercial offenses.

NOTE: Subsequent COMMERCIAL NOTICE was provided to the Seventy-Eighth District Court of first instance; the MDOC-MRF "war-den" of Bailee/Warehouseman: George Stephenson; members of the MICHIGAN Parole Board Agency; and, the Twenty-Seventh Circuit Court [Bailor]. Even so, "COUNTY OF NEWAYGO", as a political subdivision to "STATE OF MICHIGAN"; has [tacitly] accepted and [formally] acknowledged a cognizable separation of legal postures betwixt the natural and juristic "persons". More specifically, whereas a "return" on said notice, time-stamped by both courts, has established [definitively] divisible positions between the commercial status of the Trust, Estate, and Business Trust denoting a governmental subdivision, as the Real-Party-in-Interest: ISIAAH STEWARD ROBINSON, and; the flesh-and-blood status of the "individual" signifying an antithesis, i.e. the Primary Agent, Fiduciary Trustee and [sole] "Holder-in-Due-Course" of instruments regarding the estate, as a Real-Party-of-Interest who goes by: Isaiah Steward Robinson.

The first party a Living Soul, the second party a Civilly-Dead entity; each presenting in the instant matter as separate and distinguished from one another, whether construed "under" or "at" Law, in Commerce, or [however] otherwise inclusive, exclusive, perceptible, cognizable, or exempted. [Reference: MCL 440.3302 (1)(a)(b); MCL 440.3306 et. seq.; and MCL 440.3309 et. seq.]

COMMON LAW NOTICE: The assignee of equitable interest in real property does not have standing to challenge the conveyance of legal title to the property where his (sic) equitable interest is protected. [Brownell Reality v. Kelly, 103 Mich. App. 690, 303 N.W. 2d 871 (1981)]

2. A [full and complete] "forensic audit" of the MDOC Trust Account, on both the public and private side of the account ledger; with a detailed report of all parties interest in the bonds filed on (sentence date) January 9, 2017; including the logistics information regarding executory contracts, unexpired leases, and other contingency [type] levies with: any and all other "charges", debts, liens, and obligations of record involving, regarding and effecting the estate at issue—by virtue of passing through the relevant Business Trust—on either and/or both the public and private side of the accounting ledger(s).

COMMON LAW NOTICE: "Remedy which equity gives defrauded person reaches all who were actually concerned in fraud, all who directly and knowingly participated in its fruits, and all who derived title from them voluntarily or with notice. [Herpolsheimer v. A. B. Herpolsheimer Reality Co., 344 Mich. 657, 75 N.W.2d 333 (1956)]; An action for accounting is equitable in nature; the determination of whether a plaintiff has stated a cause of action for accounting must be determined from the facts plead in the plaintiff's complaint rather than from the prayer for relief. [Boyd v. Nelson Credit Centers, Inc., 132 Mich. App. 774, 348 N.W.2d 25 (1984)]

3. An immediate formal decree; enjoining MICHIGAN DEPARTMENT OF CORRECTIONS to release the property seized [April 13, 2016] from its custody, forthwith; for cause not limited to UNLAWFUL SEARCH AND SEIZURE; FATAL VARIANCES; FRAUD ON THE COURT; FORGERY; and COUNTERFEITING OF SECURITIES.

COMMON LAW NOTICE: Judgment at law may be vacated by court of equity in proper case, but exercise of such jurisdiction is rare and is only exercised after it has been made to appear clearly that an 'injustice' has been done. [See: Denison v. Crowley, Milner & Co., 279 Mich. 211, 271 N.W. 735 (1937)]; and Court of equity has concurrent jurisdiction with court of law in actions involving fraud where something more than a money judgment is necessary to work out rights of parties. [See: Ainscough v. O' Shaughnessey, 346 Mich. 307, 78 N.W.2d 209 (1956)]

ACKNOWLEDGMENT

Any discrimination, prejudice, or injury caused by the STATE OF MICHIGAN/State of Michigan, to recognize two distinct entities; I, Isaiah-Steward: robinson, Fiduciary to: ISALAH/STEWART/ROBINSON, "Represented person"; the first party real the second a juristic person, agree to said: discrimination, prejudice, and injuries, that, include: associated damages and breaches as established between the Primary Agent ("Isaiah Steward Robinson") and Principal Obligor ("ISALAH STEWART ROBINSON; 462832"), by and through the totality of all agreement(s). The STATE/State is hereby estopped from asserting any rebuttal or defense in the matter, and, the "real" Parties agree that "Isaiah Steward Robinson" may proceed by private suit or tort. The Law governing agreement(s) of the "real" parties is tantamount to the Rules of Commerce, and Commercial Maxims of Law; supported by the duly noticed Security Agreement attached to and made a part of this Presentment/Complaint.

STATEMENT OF CLAIMS FOR RELIEF AND REMEDY

Hereby the Suitor entreats United States to enter a DECREE of DECLARATORY and INJUNCTIVE relief in this matter as follows:

1. A formal decree for a full accounting and audit of all payment owed to any "STATE" Receiver or Creditor via the unlimited source of credit accessible under the Plaintiff Consumer's Treasury Account Number: 371923142; including any "charges" payable for supposed mental health "treatment" and "services" provided to the Recipient since the date of December 15, 2017 up-to-date; and, including a detailed report of the times and dates and specificity of "services" purportedly rendered.

COMMON LAW NOTICE: "When any matter becomes involved in chancery suit, necessities of equity and justice require that all persons and all things concerned in controversy shall be brought before court to have their respective interest charged or protected, and to end controversy once and for all." [See: Sternberg v. Baxter, 373 Mich. 8, 127 N.W.2d 872 (1964)]

2. Declaration tantamount to "setting aside" the January 9, 2017 "JUDGMENT OF SENTENCE COMMITMENT TO DEPARTMENT OF CORRECTIONS" for UNLAWFUL ARREST, BARRATRY, FATAL VARIANCE(S), CHAMPERTY, MISREPRESENTATIONS, FRAUDS, MAINTENANCE, INVALID JUDGMENT, and CORRUPT CONDUCT among other CRIMINAL MISCHIEF undertaken by defendant parties to achieve and sustain the January 9, 2017 judgment.

3. A Decree enjoining Newaygo County, and, "MICHIGAN DEPARTMENT OF CORRECTIONS" to produce and/or disclose whereabouts of the original-wet-ink copy for the January 9, 2017 "JUDGMENT OF SENTENCE COMMITMENT TO DEPARTMENT OF CORRECTIONS; along with the entire "Commercial Set" therefore, and, a complete accounting and audit of any and all Credits and Debits arising from every bond, security, trust, or investment related to and arising or issuing therefrom.

COMMON LAW NOTICE: "An action for an accounting is equitable in nature; the determination of whether a plaintiff has stated a cause of action for an accounting must be determined from the facts plead in the plaintiff's complaint rather than from the prayer for relief... There must be mutual demands, a series of transactions on one side and payments on the other, to sustain a bill for an accounting; an accounting may not be had where the action is for a specific sum due under a contract; an accounting is unnecessary where discovery is sufficient to determine the amounts at issue." [See: Boyd v. Nelson Credit Centers, Inc., 132 Mich App. 774, 348 N.W.2d 25 (1985)]

4. Injunction enjoining MICHIGAN DEPARTMENT OF CORRECTIONS from further accessing "UNITED STATES" Treasury Department Account Number: 371923142, or, undertaking any further actions against the Plaintiff straw-man: ISIAH STEWARD ROBINSON; the Real-Party-of-interest: Isaiah Steward Robinson; the Cestui Que Trust, and the relevant Life Estate collectively regarded thereby, as a prerequisite for determination of Plaintiff's entitlement to compensation including but not limited to restitution.

COMMON LAW NOTICE: "Fraud in execution of an instrument of release, whereby proponent thereof tells signatory that instrument does not mean what it clearly said, voids instrument and does not require signatory to return consideration as prerequisite to setting aside alleged bargain." [See: Paul v. Rotman, 50 Mich. App. 459, 213 N.W.2d 588 (1973)]

5. Declaration and Injunction enjoining the MDOC-CORRECTIONS MENTAL HEALTH PROGRAM, et. al., from undertaking or enforcing MALICIOUSLY DESPOTIC Start Now mandates against the Plaintiff/Consumer: ISIAH STEWARD ROBINSON or the Pleader/Recipient: Isaiah Steward Robinson.

COMMON LAW NOTICE: "Where discretionary power of an administrative agency is abused, court has a duty to issue injunctive restraint." [See: Hiers v. Brownell, 376 Mich. 225, 136 N.W.2d 10 (1965)]

6. RESTITUTION paid to the Pleader for all funds accrued and accruing, whether publicly or privately; in connection with any and all transactions arising from the April 13, 2016 KIDNAPPING of the Real-Party-in-Interest, and, subsequent FRAUD UPON THE COURT; joint-and-several-liability between Defendants: Daniel Evans, Robert Mendham, and Robert M. Hayes; after an AUDIT and FULL ACCOUNTING of the EVERY parties interest.

COMMON LAW NOTICE: "Court in equity action must be accorded considerable latitude in fashioning remedies commensurate with equities of case." [See: Governale v. Owosso, 59 Mich. App. 756, 229 N.W.2d 918 (1975)]; and, "An act whether innocent, negligent, intentionally tortious, or criminal does not prevent the actor from being liable for harm caused thereby if the likelihood that a third person may act in a particular manner is the hazard or one of the hazards that makes the actor negligent... The question of duty, in a negligence action, is generally decided by the court as a matter of law; however, a jury, properly instructed by the court, should examine the issue of whether a duty exist where the facts adduced at trial are in dispute and give rise to a reasonable difference of opinion as to the foreseeability of a particular risk and the reasonableness of a defendants conduct in regards to it. [See: Escobar v. Brent General Hospital, 106 Mich. App. 828, 308 N.W.2d 691 (1981)]

7. COMPENSATORY and/or other cognizable DAMAGES in the amount of \$750,000.00 per year that the Plaintiff and Pleader has been Unlawfully Imprisoned; and, TREBLE DAMAGES tripling the amount sanctioned for "Wrongful Imprisonment Compensation" in the nature of PUBLIC ACT 343 of 2016; joint and several between Defendants Daniel Evans, Robert Mendham, and Robert M. Hayes, who each acted individually and collectively with MALICE and forethought to devise this "Conspiracy Against Rights-Under Color of Law". Such order is sought to be paid-out in their CORPORATE capacity(-ies), and, enforced by virtue of lien imposed under the seal of this court's venue.

8. "GENERAL" and "EXEMPLARY" and/or other cognizable DAMAGES for FRAUD, RETALIATION, as well as EMOTIONAL DISTRESS and MENTAL ANGUISH caused, by the "COUNTY OF NEWAYGO" and MDOC-CMHP contractors, in the amount of \$40,000.00 each; paid-out in their CORPORATE capacity, and, enforced by virtue of lien imposed under the seal of this court's venue.

COMMON LAW NOTICE: "Equity will create a lien only where the party entitled thereto has been prevented by fraud, accident, or mistake from securing that to which he was equitably entitled. There must be either a written contract security for a debt or obligation, or whereby it is promised to assign, transfer, or convey property as security, or such relationship of the parties as to bring the case within the fundamental principles of equity jurisprudence." [See: Cheff v. Haan, 269 Mich. 593, 257 N.W 894 (1934)]

9. A Decree ordering DISTRESS OF ALL BONDS arising or issuing from any transaction(s) which ensued after UNLAWFUL SEIZURE of the Plaintiff's "person" on April 13, 2016.

CERTIFICATION

I, Isaiah Steward Robinson, the Living, Breathing, Flesh-and-Blood Man hereby, Certify as Authentic the foregoing; solemnly declaring that this is the truth, and that each copy mailed, by the True and Actual Trust Estate, is true and correct to the best of My knowledge, belief, understanding, and recollection; So Help Me God.

The Primary Agent: Isaiah Steward Robinson, and, the Principal Party: ISALIAH STEWARD ROBINSON, owners of Debtor Company, Fiduciary, and Holder-In-Due-Course of said Property evinced by the Federal Stock Certificate in the form of a "CERTIFICATE OF LIVE BIRTH", a registered government security, agrees to unconditionally release, hold harmless and indemnify the "UNITED STATES" federal government, Incorporated, including any and all agencies, departments, commissions, boards, or other entity of the "UNITED STATES" federal corporation, including "STATE OF MICHIGAN", incorporated, with its subsidiaries, employees, actors, agents, and assigns; from and against any and all claims, demands, damages, causes of action or suits, of whatever kind and description, that might now or hereafter exist by reason growing out of or affecting, directly or indirectly, the release of the above described property. In addition ISALIAH STEWARD ROBINSON agrees to reimburse, through its presumed surety, Isaiah Steward Robinson, sui juris; the United States, its employees, actors, subsidiaries, agents, and assigns from any necessary expenses, fines, fees, or other cost incurred in the enforcement of any part of this agreement within thirty (30) days after receiving notice subscribed UNDER PENALTY OF PERJURY informing the Estate that the United States, its employee, actor, agent, subsidiary, or assign has incurred the same.

SETTLORS

This bona fide agreement between the "real", actual, and true parties is Signed and Executed on the 24TH day of October, in the year of My Lord and Savior Jesus the Christ, 2024.

I, Isaiah Steward Robinson, as a partner in the Debtor Company, ISALIAH/STEWARD/ROBINSON, a general partnership; hereby certify and subscribe on the Commercial Liability of the "Represented person", as Primary Agent to the Principal Party regarded as a governmental entity; that this BOND is well and truly made. Any and all claims, averments, declarations, affirmations, or promises for payment being submitted for purposes of this action and suit, are to the best of My knowledge, understanding, belief, and recollection correct, honest, and nothing but the truth, such as the Lord My God Lives, So Help Me God.

All of which is hereinabove agreed upon by and on the part of the said "ISALIAH STEWARD ROBINSON" is accepted and agreed upon by and on the part of the said "Isaiah Steward Robinson"; and the mutual understanding on the parts of both is reciprocally understood that any: payments, profits, or proceeds realized or to become realized upon the terms and conditions of said Private Settlement Contract, including those pursuant to the imposition of lien(s) hereby agreed upon, to be enforceable under the attached "Security Agreement", shall be delivered into the possession of "Isaiah Steward Robinson" as of the date of this agreement to impose said lien(s), and, to further provide, for the security of any indebtedness.

"Isaiah Steward Robinson"

(Secured Party/Primary Agent) Sui Juris Creditor

"ISALIAH STEWARD ROBINSON"

(Tradename/Commercial Signature) Ens Legis Debtor

Presumption of an assumed contractual nexus cannot virtuously prevail; to validate the [pretentious] Title Right(s), Letters of Administration, and Appointment of Trusteeship; by purported disenfranchisement of this writer's unalienable Title Right(s), inherent in the Trust Estate, for transfer, or else conveyance to the MDOC Commercial Enterprise.

For those expressed causes, the Petitioner, and Trust Estate, is entitled to this forums JUDGMENT ON THE MERITS.

DISCLAIMER: Use of Notary is for strictly for Identification, Authentication, and Certification purposes; DOES NOT signify any unspecified adhesion or entrance into Foreign Jurisdiction.

All CORPORATE entities, individuals, and purported authorities who have actions pending against Me, SHALL, at this time, upon NOTICE provided hereby, CEASE AND DESIST, DO NOT CAUSE ME FURTHER DURESS OR INJURY BY DEFRAUDING MY ESTATE.

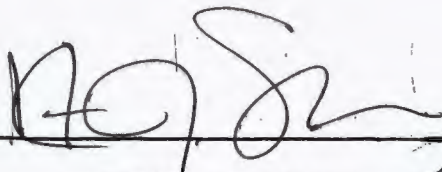
* My use of the statement "Without Prejudice UCC-1-207" below My signature on this document indicates that I have exercised the remedy provided for Me in the Uniform Commercial Code in Article 1, Section 207 whereby I might reserve My common law right not to be compelled to perform under any contract, commercial agreement, or bankruptcy that I did not enter into knowingly, voluntary and intentionally. And furthermore, that reservation notifies all administrative agencies of government that I do not, and will not, accept the liability associated with the compelled benefit of any unrevealed contract, commercial agreement, or bankruptcy.

Signed, SWORN, and Executed on the 24th day of

October, in the year 2024.

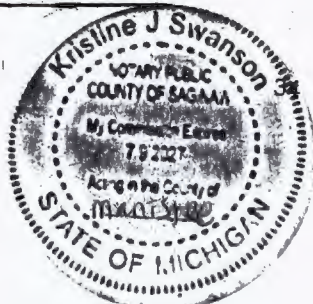
JURAT

I understand that a false statement or dishonest declaration in this matter will subject the Debtor to penalties of perjury; nevertheless I declare under penalty of perjury that the foregoing is true and correct, to the best of My knowledge, understanding, belief, and recollection: not intending to mislead, So Help Me God.



NOTARY SIGNATURE

Kristine J. Swanson



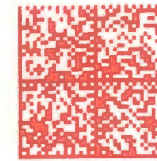
By: Christine S. Robinson

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(Without Prejudice UCC 1-207)
ALL RIGHTS RESERVED.

Petitioner: ISAIAH STEWARD ROBINSON, Ens Legis

Oaks Correctional Facility Unit 4
1500 Caberfae Hwy 462832
Manistee MI 49660



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